

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

**COPY**



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

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**Regular Meeting--Thursday, March 23, 1989**

**at 10:00 A. M.**

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

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**OFFICIAL RECORD.**

**EUGENE SAWYER**  
Acting Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Meeting.

*Present* -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone.

*Absent* -- Aldermen Tillman, Gabinski.

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### Call To Order.

On Thursday, March 23, 1989, at 10:56 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Osterman, Orr, Stone -- 41.

Quorum present.

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### Invocation.

Alderman George J. Hagopian (30th Ward) opened the meeting with prayer.

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### PRESENCE OF VISITORS .NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

Twenty-five participants in Phoebe's Place Senior Citizen Center, sponsored by the Maple Park United Methodist Church, accompanied by Deaconess/Director Josephine L. Lewis and staff members.

Forty students from Roald Amundsen High School, accompanied by Ms. Jane Moy.

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WEEK OF APRIL 20 -- 27, 1989 PROCLAIMED SOVIET  
JEWRY FREEDOM WEEK IN CHICAGO.

The Honorable Eugene Sawyer, Acting Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

PROCLAMATION.

WHEREAS, Soviet Jews have long been involved in the struggle for freedom of movement and expression of their religious and cultural rights; and

WHEREAS, Soviet Jews have long been victims of anti-Semitism and persecution in the U.S.S.R.; and

WHEREAS, According to the Helsinki Accords, signed by the U.S.S.R. and 34 other states on August 1, 1975, Soviet Jews and other citizens of the participating nations are guaranteed fundamental human rights, including freedom of religion and travel; and

WHEREAS, The ancient festival of Passover symbolizes the struggle for freedom from oppression for Soviet Jews as well as people everywhere; and

WHEREAS, Chicago Action for Soviet Jewry has worked persistently for freedom for Soviet Jews since 1972;

Now, Therefore, I, Eugene Sawyer, Mayor of the City of Chicago, do hereby proclaim April 20 -- 27, 1989 to be Soviet Jewry Freedom Week in Chicago, with the hope that all those who are oppressed in the Soviet Union and all over the world will soon live in freedom and encourage all citizens to be cognizant of the events arranged for this time.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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*Rules Suspended* -- UNITED STATES CONGRESS URGED TO REJECT  
FURTHER CUTS IN COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM FUNDING AND RESTORE  
SAME TO PRIOR LEVEL.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution calling upon the United States Congress to reject further cuts in funding for the Community Development Block Grant Program, and to restore funding to the prior level of four billion dollars annually.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, The Community Development Block Grant Program has operated since 1974 to provide local governments with the resources required to meet the needs of persons of low-and-moderate income; and

WHEREAS, Community Development Block Grant funds are used by thousands of neighborhood-based, non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and

WHEREAS, The Community Development Block Grant Program continues to provide the City of Chicago vital and flexible assistance to help meet the needs of our low-and-moderate income residents in funding neighborhood revitalization, housing rehabilitation, commercial redevelopment, public improvement, and social-services, despite drastic cutbacks in funding; and

WHEREAS, The Congress and the nation have often overlooked the critical value of the Community Development Block Grant Program and the significant number of organizations and projects that rely on its funds for support; and

WHEREAS, The week of March 24 -- 31, 1989 has been reserved for recognition and appreciation of the Community Development Block Grant Program; now, therefore,

*Be It Resolved by the City Council of the City of Chicago:*

SECTION 1. The Congress of the United States of America is called upon to reject any further cuts in funding for the Community Development Block Grant Program, and to restore funding for it to the pre-Reagan level of \$4 Billion Dollars annually; and

SECTION 2. The City Council of the City of Chicago joins Mayor Sawyer in calling upon all Chicago residents to participate in ceremonies and activities celebrating National Community Development Week March 24 -- 31, 1989.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by a viva voce vote.

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*Referred --* APPOINTMENT OF VARIOUS INDIVIDUALS AS  
MEMBERS OF COMMISSION ON ASIAN-AMERICAN  
AFFAIRS FOR TERMS ENDING JUNE 15,  
1989 AND 1990.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as members of the Commission on Asian-American Affairs for the following terms:

Terms Ending June 15, 1989:

Mr. Ross Harano

Dr. Sung Ok Kim

Ms. Lee Maglaya

Mr. Sher M. Rajput

Dr. Hernan Reyes

Mr. Cesar Bobby Sison

Mr. Duong Van Tran

Ms. Bernarda Wong

Terms Ending June 15, 1990:

Mr. Robert Hsu

Mr. M. Hameedullah Khan

Ms. Ngoan Thi Le

Ms. San Luong O

Ms. Achara B. Raz

Mr. Remedios Runo

Dr. Kishori Thampy

Mr. John Y. Tsang

Mr. William Yoshino

I hereby designate Dr. Sung Ok Kim as Chairman of the Commission.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

*Referred* -- APPOINTMENT OF MS. JOYCE MACHAJ AS MEMBER  
OF BOARD OF MUNICIPAL INVESTIGATIONS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which, two committees having been called, the Committee on the Budget and Government Operations and the Committee on Finance, was *Referred to the Committee on Committees, Rules and Ethics*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Joyce Machaj as a member of the Board of Municipal Investigations, to replace Peggy Hillman, for a term expiring April 12, 1991.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26  
BY INCREASING RESTRICTIONS ON CITY CONTRACTS  
WITH COMPANIES DOING BUSINESS WITH  
GOVERNMENTS OF SOUTH AFRICA  
AND NAMIBIA.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 26 of the Municipal Code of Chicago to increase restrictions on City contracts with companies doing business with the government of the Republic of South Africa and Namibia, and to make technical corrections in that chapter.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER 74,  
SECTION 74-1 BY UPDATING REFERENCE STANDARDS  
REQUIRED IN USE OF STRUCTURAL STEEL  
FOR BUILDINGS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 74, Section 1 of the Municipal Code of Chicago by updating the reference standards required to be followed in the use of structural steel for buildings.



Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130,  
SECTION 130-4.8 REGARDING OPERATION OF MOBILE  
FOOD DISPENSER VEHICLES.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on License:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Consumer Services, I transmit herewith an ordinance amending Chapter 130, Section 4.8 of the Municipal Code of Chicago regarding the operation of mobile food dispenser vehicles.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

*Referred* -- EXECUTION OF INTERAGENCY AGREEMENT WITH  
STATE OF ILLINOIS FOR FUNDING OF HAROLD  
WASHINGTON LIBRARY CENTER.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the execution of an agreement with the State of Illinois regarding funding of the planning and construction of the Harold Washington Library Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
Mayor.

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*Referred* -- EXECUTION OF WATER SUPPLY CONTRACT WITH  
VILLAGES OF WESTCHESTER AND BROADVIEW, JOINTLY.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the City of Chicago, subject to the approval of the City Comptroller and of the Corporation Counsel as to form, to enter into and execute a water supply contract with the Villages of Westchester and Broadview, jointly.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred*-- SUBMISSION OF GRANT APPLICATION TO ILLINOIS  
DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS  
FOR ILLINOIS CLEAN AND BEAUTIFUL  
PROGRAM FUNDS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Streets and Sanitation, I transmit herewith a resolution authorizing the City of Chicago to apply to the Illinois Department of Commerce and Community Affairs for a grant through the Illinois Clean and Beautiful Program.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- EXECUTION OF LOAN AND SECURITY AGREEMENT  
WITH AKAR CORPORATION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the City of Chicago, subject to the approval of the Corporation Counsel as to form, to enter into and execute a \$100,000.00 Co-Venture and Entrepreneurial Equity Investment Loan for the AKAR Corporation Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred* -- EXECUTION OF LOAN AND SECURITY AGREEMENT WITH  
PHIL-CO MARKETING, DOING BUSINESS AS FAIR MUFFLER SHOP.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the execution of loan documents whereby \$152,500 in Community Development Block Grant funds will be loaned to Phil-Co Marketing d/b/a Fair Muffler Shop for the purpose of purchasing land, building and equipment to be located at 11453 South Halsted, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Referred*-- EXECUTION OF LOAN AND SECURITY AGREEMENT  
WITH PAULY HOLDING COMPANY, INCORPORATED.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the execution of loan documents whereby \$135,000 in Community Development Block Grant funds will be

loaned to Pauly Holding Company, Inc., for the purchase of machinery, equipment and inventory for use at its operation to be located at 4515 -- 4519 West Harrison Street, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Placed On File* -- REAPPOINTMENTS OF MR. THOMAS D. ALLISON  
AND MR. RUSSELL EWERT AS MEMBERS OF RETIREMENT  
BOARD OF POLICEMEN'S ANNUITY AND  
BENEFIT FUND.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 23, 1989.

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

LADIES AND GENTLEMEN -- I have reappointed Thomas D. Allison as a member of the Retirement Board of the Policemen's Annuity and Benefit Fund for a term ending December 1, 1991.

I have reappointed Russell Ewert as a member of the Retirement Board of the Policemen's Annuity and Benefit Fund for a term ending December 1, 1991.

I submit this communication for your information.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

*Placed On File* -- NOTIFICATION OF SALE OF GENERAL  
OBLIGATION BONDS, CENTRAL PUBLIC LIBRARY  
PROJECT, SERIES 1989.

A communication from Mr. Richard F. Friedman with the law offices of Earl L. Neal and Associates, concerning the notification of sale of \$45,000,000 of City of Chicago General Obligation Bonds, Central Public Library Project, Series 1989, which was *Placed on File*.

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*Placed On File* -- NOTIFICATION OF SALE OF GENERAL  
OBLIGATION TENDER NOTES, SERIES  
1989A AND 1989B.

Also, a communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, concerning the notification of sale of \$294,600,000 of City of Chicago General Obligation Tender Notes, Series 1989A and 1989B, which was *Placed on File*.

*Placed On File* -- LAKEVIEW/UPTOWN NEIGHBORHOOD PROTECTION  
AND IMPROVEMENT PLAN UPDATE.

Also, the following communication submitted by The Honorable Eugene Sawyer, Acting Mayor, which was *Placed on File*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 1, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police and the Commissioners of the Departments of Planning, Streets and Sanitation and Public Works, I transmit herewith the March 1, 1989 update of the Lake View/Uptown Neighborhood Protection and Improvement Plan.

This report is filed pursuant to the ordinance passed February 25, 1988 authorizing night baseball games at Wrigley Field.

Very truly yours,

(Signed) EUGENE SAWYER,  
*Mayor.*

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*Placed On File* -- RECOMMENDATIONS BY COMMISSIONER OF  
DEPARTMENT OF PLANNING AND ZONING  
ADMINISTRATOR.

Also, a communication signed by Ms. Elizabeth Hollander, Commissioner of Planning, under date of March 8, 1989, showing the recommendations of the Commissioner and the Zoning Administrator concerning map amendments for which a public hearing was held on March 7, 1989, in accordance with provisions of Article 11, Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which was *Placed on File*.



*Placed On File* -- APPROVAL BY CHICAGO PLAN COMMISSION  
AND DEPARTMENT OF PLANNING OF  
CERTAIN PROPOSALS.

Also, copies of resolutions adopted by the Chicago Plan Commission on March 16, 1989, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department Of General Services, City Real Estate Section.*

*Disposition Of Vacant/Improved City-Owned Property.*

Referral Number	Address
88-061-02	3001 -- 3003 West Cermak Road/2212 South Sacramento Boulevard
88-181-02	6136 South University Avenue
88-182-02	6140 South University Avenue
89-036-02	2015 West Walnut Street
89-038-02	816 North Laramie Avenue (Fire Station)
89-040-02	1313 South Kedzie Avenue
89-041-02	3259 -- 3265 West Ogden Avenue
89-042-02	3522 South Wabash Avenue
89-043-02	4022 South Martin Luther King Drive
89-044-02	5538, 5526, 5516 -- 5518 South Halsted Street
89-045-02	6534 South Vernon Avenue
89-047-02	319 West 104th Place

*Department Of Economic Development.*

Referral Number

Proposal

89-050-20

Madison-Racine Redevelopment Plan and Project,  
Project Designation, and Tax Increment Financing.

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*Placed On File --* REPORT OF VOUCHER PAYMENTS FOR  
PERSONAL SERVICES FOR MONTH OF  
FEBRUARY, 1989.

Also, the City Clerk transmitted the following report received from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 25744 of this Journal.]

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**City Council Informed As To Certain Actions Taken.**

PUBLICATION OF JOURNALS.

March 8, 1989.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on March 8, 1989, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on March 22, 1989, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 8, 1989, published by authority of the City Council, in accordance with the provisions of Chapter 5, Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

(Continued on page 25745)

## MUNICIPAL SERVICES PAID BY VOUCHERS FEBRUARY, 1989

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	PAY	FEB. 1989
Lavis, Lillie	18125 S. Laflin	Aviation	Adm. Asst. III	740	1,937.00	P/H	1,937.00
Wison, Betty	9730 So. Charles	"	Admin. Asst. II	"	1,750.00	P/H	1,750.00
Smith, Ronald	5721 S. Clark	"	Contr. of Spec. Proj.	"	2,500.00	P/Y	2,500.00
Smith, Steven	4550 N. Claremont	"	Dir. Con Compliance	"	2,004.00	P/H	2,004.00
Wilianova, Marshall	7020 S. Fairfield	"	Adm. Asst. I	"	2,025.00	P/H	2,025.00
Anderson, Cathy	5612 N. Newark	Fire	Fireman	100	7,000.02	B/P	7,000.02
Berg, Lawrence M.	2651 W. 84th St.	"	"	"	9,057.80	B/P	9,057.80
Bonakue, James D.	5916 S. Kostner	"	"	"	577.36	B/P	577.36
Engler, William E.	7733 S. Karlov	"	"	"	7,200.15	B/P	7,200.15
Kungis, John R.	2501 W. 45th Pl.	"	"	"	8,827.92	B/P	8,827.92
Malone, Edwin G.	6148 W. 63rd Pl.	"	"	"	9,621.18	B/P	9,621.18
McDonnell, James A.	10520 S. Maplewood	"	"	"	8,195.82	B/P	8,195.82
McVady, James T.	2815 W. 100rd Pl.	"	"	"	577.36	B/P	577.36
O'Connor, James P.	6246 W. Bryn Mavr	"	"	"	11,011.25	B/P	11,011.25
Stapleton, Stephen K.	10039 S. Drake	"	"	"	7,875.36	B/P	7,875.36
Kimberly, Frederick	3824 W. 33rd Pl	Mayor's Ofc.	Computer Spec.	"	25,000.00	P/Y	2,054.17
Jordan, Aurlinc	4850 S. Lake Park	"	Receptionist	"	19,704.00	P/Y	1,639.50
Smith, Eunice	1519 E. 73rd	"	"	"	19,108.00	P/Y	1,514.00
Prieto, Fernando	5757 N. Sheridan	Police	Adm. Asst.	"	7.00	P/H	1,120.00

(Continued from 25743)

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March 16, 1989.

(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on March 16, 1989, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on March 22, 1989, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on March 16, 1989, published by authority of the City Council in accordance with the provisions of Chapter 5, Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

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

American Medical Associates -- to classify as a Residential Business Planned Development instead of a B7-6 General Central Business District the area shown on Map No. 1-E bounded by

East Illinois Street; a line 100.35 feet east of and parallel with North State Street; the alley next south of and parallel with East Illinois Street; North Wabash Avenue; East Hubbard Street; and North State Street.

Thomas Flannery, c/o John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 12-N bounded by

a line 327 feet south of and parallel to West 53rd Street; the alley next east of South Nordica Avenue; a line 417 feet south of and parallel to West 53rd Street; and South Nordica Avenue.

Lakeside Bank, under Trust Number 10-1392 -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 6-F bounded by

a line 50 feet south of and parallel to West 30th Street; the alley next east of and parallel to South Shields Avenue; the alley next south of and parallel to West 30th Street; and South Shields Avenue.

Lakewest Equity, Incorporated -- to classify as a B4-2 Restricted Service District instead of a B1-2 Local Retail District the area shown on Map No. 26-H bounded by

West 110th Place, a line 150 feet east of South Western Avenue; a line 150 feet south of West 110th Place; and South Western Avenue.

North Wacker 101 Associates -- to classify as a Business Planned Development instead of a C3-7 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by

North Wacker Drive; a line 180.68 feet north of West Washington Street; a line 161.58 feet east of North Wacker Drive; and West Washington Street.

Frank Perry -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 2-H bounded by

West Polk Street; South Oakley Boulevard; a line 62.0 feet south of and parallel to West Polk Street; and the alley next west of and parallel to South Oakley Boulevard.

*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

Also, claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

Abbate Michael J., Ableman Janice C., Albin Sally, Alfredo Linares Corp., Allen Nora K., Allstate Ins. Co. (2) Kathy Donaldson and William Ozenbaugh, American Ambassador Cas. Co. (6) Christine Dunlap, Sunday Edemidiong, Alice Fowlkes, Anetta L. Jones, A. G. Pough and Tammy S. Tiemann, American Family Mutual Ins. Co. and Paul Gulczynski, Ardyli Dawn;

Bacilek Lee D., Backe Paul D., Barr Hazel M., Bartell Richard J., Behnke Thomas R., Belmont-Racine Building Materials, Inc., Buchanan Raymond, Buckner Jr. James S., Burke Thomas P., Burks Lawrence S.;

Canova Pamela A., Chicago Ornamental Iron Co., Cisneros Manuel, Clark Branch, Clay Hazel C., Coleman Tony, Colin Rosalia, Colunga Erlinda, Coronet Ins. Co. and Clara Dunn, CNA Ins. Co. and Ratan Guha, Cypin David T.;

Daley Robert J., Dillon Walter F., Drochowski Jerome S., Dunne James P.;

Ekins John, Enri Thomas Raymond, Eshelman Charles R., Esmenda Estelita B.;

Fire and Casualty Co. of Conn. and Anthony Viverto, Firehouse Construction Inc., Felcoff Bobbie J., Franklin Cleotha;

Garcia Carol B., Genuine Parts Company, Gix Fredrick, Guan Wei C., Guerrieri Rita A.;

Hamid Karim K., Heffernan Cathleen J., Honeywell, Inc., Hur Kyu;

Insurance Co. of North America and Mary F. Juzang;

Kais Michael, Kemper Ins. Co. and Belinda O. White, Knox Shirley D.;

Larrabee Court II Homeowner's Assn., Lerner Alice, Lofranco Exaquiela, Long Tonya D., Lovett Brian M.;

Markay Linda M., Markham Harold and Ann A., Markopoulos Gus, Metropolitan Property and Liability Insurance and Joseph Goldenberg, Mettler Agency, Inc. and Richard Coyle, Miller Tabe, Miossi William G., Moriarty Maureen A., Mustafa Ali S.;

Nazarian Elizabeth, Newell Tracey L., Nicholas James;

Ocasio Angel M.;

Padilla Ester P., Peoples Gas Light and Coke Company (52), Perez Laura K., Plancon George R.;

Quade Vicki;

Rackowski Dora J., Readus Shelby J., Reinschreiber Frank I., Rennwanz George W., Rixter Clarence, Rizzo Phillip J., Robinson Lynda, Robinson Willie B., Rogner Walter G., Royal Keith A.;

Sackleh Peter H., Safeco Ins. Co. and Douglas Meyers, Safeway Ins. Co. and Leonard T. Zielinski, Sarver John T., Schulte Kai U., Seth Robert T., Seymour Scott A., Short Brenda J., Simon William A., Siwinski Martha, State Farm Ins. Co. (3) William Adam, Richard Appelt and April Serapin, Stephens Barbara T., Sylvester David J.;

Tome Mark L., Trevino Joe and Ray Amaro;

Underwriters at Interest and Borculo Garage, Inc.;

Walker Christopher J., Wells Laura, Williams Herman M., Williford Laura, Wynn James M.;

Zeunert David W., Zinn Leo M., Zoudo Khalid M., Zultowski Ann.

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*Referred* -- PETITIONS REQUESTING CITY COUNCIL COMMITTEE  
ON LOCAL TRANSPORTATION TO HOLD HEARINGS ON  
NECESSITY FOR REVISION OF TAXICAB  
RATES OF FARE.

Also, a communication from the Chicago City Service Taxi Association transmitting petitions requesting that the City Council Committee on Local Transportation hold hearings to determine the necessity for a revision of taxicab rates of fare, which were *Referred to the Committee on Local Transportation*.

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*Referred* -- PLAT OF JAN SOBIESKI RESUBDIVISION  
ON SOUTHWEST CORNER OF WEST PETERSON  
AVENUE AND NORTH HARLEM AVENUE.

Also, a communication received from Mr. John Pikarski, Jr., with the law offices of Zulkey, Pikarski and Gordon, concerning the approval of a plat of Jan Sobieski Resubdivision located at the southwest corner of West Peterson Avenue and North Harlem Avenue, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- SETTLEMENT OF SUITS AND ENTRIES OF  
JUDGMENTS AGAINST CITY.

Also, a report from the Corporation Counsel (filed in the Office of the City Clerk on March 9, 1989) addressed to the City Council (signed by Ms. Jennifer Duncan-Brice, Deputy Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended January, 1989, which was *Referred to the Committee on Finance*.

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*Rules Suspended* -- COMMENDATIONS EXTENDED TO POLICE  
OFFICERS AND FIRE FIGHTER FOR OUTSTANDING  
ACTS OF HEROISM.

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

The said proposed resolution reads as follows:

WHEREAS, On March 21, 1989, seven Chicago Police Officers and one Chicago Fire Fighter were involved in a rescue of a baby trapped inside a burning building located at 6119 South Bishop Avenue; and

WHEREAS, Chicago Police Officer Eddie McCann, Jr., Star 3419, was the first officer on the scene as he and Alderman Anna Langford were driving by in a car. Officer Eddie McCann heroically and without thought for his own personal safety and life, did try to rescue the trapped baby, but was driven back by fire and smoke; and

WHEREAS, Chicago Police Officers Thomas Cunningham, Star 2552, Thomas Bonner, Star 5552, Jill Elliott, Star 5974, Arnold Martinez, Star 14264, David Case, Star 10398 and Theodore Davis, Star 1772 were among the first to reach the scene following Officer Eddie McCann, also without thought of their personal safety, attempted to rescue the screaming baby; and

WHEREAS, After numerous unsuccessful attempts by each of the heroic and dedicated police officers to rescue the screaming baby, Chicago Fire Fighter Raymond Bresnaw, assigned to Fire Engine Company 116, did arrive and also without thought of personal safety, did enter the burning building and heroically rescue the screaming baby, perform mouth to mouth resuscitation and successfully transport the baby to the hospital; and

WHEREAS, Each of these public servants did serve this city in an honorable and distinguished manner without regard for their personal safety in a life-threatening situation, each epitomizes "Chicago's Finest"; now, therefore,



*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of March, 1989, A.D., do hereby offer our commendation and our gratitude to Chicago Police Officers Eddie McCann, Star 3419, Thomas Cunningham, Star 2552, Thomas Bonner, Star 5552, Jill Elliott, Star 5974, Arnold Martinez, Star 14264, David Case, Star 10398, Theodore Davis, Star 1772, and Chicago Fire Fighter Raymond Bresnaw, Fire Engine Company 116, for their outstanding act of heroism, and we wish them all success in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to each of these fine citizens.

On motion of Alderman Langford, the foregoing proposed resolution was *Adopted* by a viva voce vote.

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REGULAR ORDER OF BUSINESS RESUMED.

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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DONATION OF CHICAGO FIRE DEPARTMENT AMBULANCE TO  
EXPRESS-WAYS CHILDREN'S MUSEUM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing and conveying all right, title and interest in Fire Department Ambulance vehicle C91 to Express-Ways Children's Museum for use in its "City Hospital" exhibit.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Express-Ways Children's Museum provides exhibits and activities that both educate and entertain children; and

WHEREAS, Express-Ways intends to present an exhibit entitled "City Hospital" in order to teach children basic facts about hospitals, medical care, child safety and nutrition and to dispel children's fears about hospitals and doctors' visits; and

WHEREAS, The City of Chicago is the owner of a 1980 Chevrolet ambulance, identified as Fire Department vehicle C91, and bearing vehicle identification number CKM33AB119107; and

WHEREAS, This ambulance, while of negligible economic value to the City of Chicago, would be a great use to Express-Ways Children's Museum for use in its "City Hospital" exhibit; and

WHEREAS, Express-Ways Children's Museum has indicated its interest in accepting title to the ambulance and incorporating it into the "City Hospital" exhibit; now, therefore,

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

SECTION 1. The City Council of the City of Chicago has determined that a certain 1980 Chevrolet ambulance, identified as Fire Department vehicle C91, and bearing vehicle identification number CKM33AB119107, is no longer necessary or suitable for use by the City of Chicago. The City Council hereby authorizes the donation of this ambulance to Express-Ways Children's Museum.

SECTION 2. The Mayor, the Purchasing Agent and the Comptroller are authorized, on behalf of the City of Chicago, to convey all right, title and interest in a 1980 Chevrolet ambulance, identified as Fire Department vehicle C91, vehicle identification number CKM33AB119107, to Express-Ways Children's Museum.

SECTION 3. Express-Ways Children's Museum must indemnify and hold harmless the City of Chicago, its officers, employees and agents from any and all claims or liability that may arise in connection with the ambulance described in Section 1.

SECTION 4. This ordinance shall take effect upon its passage and approval.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF NORTH LAKE SHORE DRIVE  
BETWEEN EAST FULLERTON AVENUE  
AND EAST NORTH AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois for the improvement of North Lake Shore Drive, between East Fullerton Avenue and East North Avenue.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:13 A.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Lake Shore Drive between Fullerton Avenue and North Avenue, described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows  
Section 3 of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City-State Project Agreement.*

*Lake Shore Drive.  
(From Fullerton Avenue To North Avenue)*

*F.A.P. Route 525*

*State Section: (1516.1 And 1717.1) I-88*

*City Section: \_\_\_\_\_*

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find its necessary to improve Lake Shore Drive between Fullerton Avenue and North Avenue, hereinafter referred to as the "Project" and identified in Paragraph 9 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
2. That upon authorization from the State, to perform the work with City forces, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City and the State.

3. To finance the work pending progressive reimbursement by the State up to a maximum amount of \$200,000.00.
4. To cause private utilities to be relocated at no expense to the State or the City.
5. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The State Agrees:

6. To reimburse the City for the costs incurred in connection with the contract construction and/or force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State. It is understood and agreed that the State's cost shall not exceed a maximum amount of \$200,000.00.
7. To review the City-prepared plans for approval.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

8. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
9. That said Project generally consists of emergency remedial work on Lake Shore Drive between Fullerton Avenue and North Avenue providing for the removal of approximately seventy-five (75) sections of barrier traffic separators including the filling in of existing trench with appropriate stone material, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications.
10. That the estimated costs of the Project covered and described by this Agreement are:

Force Account Construction including

Construction Engineering/Supervision	<u>\$200,000</u>
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TOTAL:	\$200,000
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and that the proportional participation for the Project will be:

	State	City
Force Account Construction		
including Construction		
Engineering Supervision	* \$200,000	- 0 -

11. That the City shall be responsible for 100% of any costs over and above \$200,000.00.
12. That standard State and City procedures and requirements shall apply to all phases of this Project.
13. That this Agreement and the covenants contained herein shall be void ab initio in the event the force account construction work is not completed by July 1, 1991.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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\* State's share is limited to a maximum amount of \$200,000.00.

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF CICERO AVENUE BRIDGE OVER  
CHICAGO SANITARY AND SHIP CANAL.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement

with the State of Illinois providing for the improvement of the Cicero Avenue Bridge, located over the Chicago Sanitary and Ship Canal.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:14 A.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the South Cicero Avenue Bridge over the Chicago Sanitary and Ship Canal, described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3  
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City-State Project Agreement.*

*The Improvement Of The Cicero Avenue Bridge (F.A.P. 128)**Over The Chicago Sanitary And Ship Canal**Federal Project No.:* \_\_\_\_\_*City Section No.:* \_\_\_\_\_*State Job No.:* \_\_\_\_\_*D.P.W. Project No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the Cicero Avenue Bridge over the Chicago Sanitary and Ship Canal, hereinafter referred to as the "Project" and identified in Numbered Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e) (4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.



The State Hereby Agrees:

1. To reimburse the City for 100% of the Non-Federal (State) and Federal shares of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, in Numbered Paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, to let and award the contract for the Project, and to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations, as may be required by the State and under Federal Law.
7. That failure on the part of the City to fulfill its responsibilities assigned in Numbered Paragraphs 6 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

- 9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
- 10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperative determined by representatives of the City and State.
- 11. That said Project generally consists of the improvement of the Cicero Avenue Bridge over the Chicago Sanitary and Ship Canal.

Deteriorated concrete in the bridge pits will be rehabilitated. A deteriorated backwall, bridge pit walkways, and sump pump systems will be replaced, and all exterior faces will be sealed. Concrete retaining walls will also be repaired.

All deteriorated bracing systems and structural elements including trusses, lacing and diaphragm plates, chords, connecting angles and gussets, stringers, beams, beam bearings, and the A-frame will be repaired or replaced as necessary. All structural steel will be coated. The bridge deck and approach slabs will be removed and replaced and approach pavement will be restored. New expansion joints will be installed. Centerbreaks and rearbreaks will be replaced. The counter weight will be rebalanced. Main truss live load bumper castings will be adjusted. Pedestrian handrails will be repaired and/or installed as necessary and the traffic railing will be replaced with a guardrail.

All other appurtenances necessary to complete the Project will also be provided.

- 12. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction .....	\$3,000,000
Force Account Construction .....	\$ 100,000
Construction Engineering/Supervision .....	<u>\$ 300,000</u>
TOTAL: .....	\$3,400,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (IX) (85% of \$3,400,000) .....	\$2,890,000
Non-Federal Share (State) (15% of \$3,400,000) .....	<u>\$ 510,000</u>
TOTAL: .....	\$3,400,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$510,000, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
14. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$3,400,000) as authorized by the City Council.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.
17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be Executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF CALIFORNIA AVENUE BRIDGE  
OVER CHICAGO SANITARY AND  
SHIP CANAL.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois providing for the improvement of the California Avenue Bridge, located over the Chicago Sanitary and Ship Canal.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:15 A.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the California Avenue Bridge over the Chicago Sanitary and Ship Canal described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3  
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City-State Project Agreement.*

*Improvement Of The California Avenue Bridge (F.A.U. 2839)**Over The Chicago Sanitary And Ship Canal**Federal Project No.:* \_\_\_\_\_*City Section No.:* \_\_\_\_\_*State Job No.:* \_\_\_\_\_*D.P.W. Job No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the California Avenue Bridge over the Chicago Sanitary and Ship Canal, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the federal regulations, certain written agreements for the Project may be required; and

The State Hereby Agrees:

1. To reimburse the City 100% for the Non-Federal (State) and Federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in Numbered Paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction, and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under Federal law.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the improvement of the California Avenue Bridge over the Chicago Sanitary and Ship Canal.

All deteriorated steel and bracing systems, as well as the bridge deck, stringers and floor beams will be replaced. New sidewalks will be constructed. The trunnion columns, liveload columns and liveload trusses will be repaired to restore their original capacities. The A-frames will be sandblasted and encased in concrete. The existing driving surface on both approach decks will be removed and replaced. Existing rearbreak assemblies, weldments and supporting steel will be replaced. Deteriorated sea walls will be refinished and sealed. New sump pumps will be installed in both bridge pits. Railings will be replaced or installed as necessary. All exposed steel will be sandblasted and painted. A new expansion joint will be installed at the south end of the structure and pavement markings and all other appurtenances necessary to complete the Project will be provided.

12. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction .....	\$ 3,500,000
Force Account Construction .....	\$ 180,000
Construction Engineering/Supervision .....	<u>\$ 350,000</u>
TOTAL: .....	\$ 4,030,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$4,030,000) .....	\$3,029,754
Non-Federal Share (State) (24.82% of \$4,030,000) .....	<u>\$1,000,246</u>
TOTAL: .....	\$4,030,000



and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$1,000,246, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
14. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$4,030,000) as authorized by the City Council.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1991.
17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this Agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the State and City shall take all necessary and reasonable steps,

in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF VARIOUS STREETS  
AND AVENUES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois providing for the improvement of various streets and avenues, within the City.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:16 A.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the above-referenced streets described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3  
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City/State Project Agreement.*

*Demonstration Project To Be Funded Under*

*Section 149, Subsection (30) Of The*

*Federal-Aid Highway Act Of 1987,*

*For The Improvement Of*

*62nd Street Between Nagel Avenue And Nashville Avenue,*

*Neenah Avenue, Between 61st Street And 63rd Street,*

*Natchez Avenue, Between 61st Street And 63rd Street,*

*Nashville Avenue, Between 61st Street And 62nd Street*

*In The City Of Chicago, Cook County, Illinois.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the above-referenced streets, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, certain funds have been appropriated for the Project under Section 149, Subsection (30) of the Federal-Aid Highway Act of 1987; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written Agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the Non-Federal (State) and Federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in Numbered Paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of costs for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under Federal law.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

- 11. That said Project generally consists of an experimental "mudjacking" procedure designed to level and support concrete roadway sections which have cracked, settled and faulted.

Specially designed concrete will be pressure injected under the lower side of the faulted concrete roadway at all Project locations. The new concrete will stabilize the subgrade, fill any voids created by the faulting process and lift the down faulted portion of the slab to produce a level condition across the cracked surface. The crack will then be grouted and/or routed and sealed to prevent surface water infiltration, and all other appurtenances necessary to complete the Project will also be provided. The improvements will be monitored closely in order to determine the long-term effects of the treatment.

- 12. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction .....	\$ 100,000
Construction Engineering/Supervision .....	\$ 15,000
Testing & Studies during Construction .....	\$ 68,000
Post-Construction Monitoring Reports .....	<u>\$ 20,000</u>
TOTAL: .....	\$203,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal Demonstration projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (Demonstration Funds) (80% of \$203,000) .....	\$162,400
Non-Federal Share (State) (20% of \$203,000) .....	<u>\$ 40,600</u>
TOTAL: .....	\$203,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$40,600 with any Non-Federal Share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$203,000) as authorized by the City Council.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1991.
17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State

and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF WEST BRYN MAWR AVENUE  
BETWEEN NORTH CUMBERLAND AVENUE  
AND NORTH EAST RIVER ROAD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State Project Agreement providing for the improvement of West Bryn Mawr Avenue, between North Cumberland Avenue and North East River Road.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:17 A.M.

The following is said ordinance as passed:

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



SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Bryn Mawr Avenue from Cumberland Avenue to East River Road, described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows  
Section 3 of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City-State Project Agreement.*

*The Improvement Of Bryn Mawr Avenue (F.A.U. 1350)*

*From Cumberland Avenue To East River Road.*

*Federal Project No.:*

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Project No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Bryn Mawr Avenue, from Cumberland Avenue to East River Road, hereinafter referred to as the "Project" and identified in Numbered Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e) (4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit projects; and

Whereas, the State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the Non-Federal (State) and Federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in Numbered Paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of costs for said Project.

4. Upon approval from the State to let and award the contract for the Project, and to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under Federal law.
7. That failure on the part of the City to fulfill its responsibilities assigned in Numbered Paragraphs 6 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the widening and resurfacing of Bryn Mawr Avenue between Cumberland Avenue and East River Road.

The existing driving surface will be removed. The pavement base will be repaired. The roadway will be widened and a new driving surface will be applied. The intersections of Bryn Mawr Avenue with Cumberland Avenue, with Delphia Avenue and with East River Road will be improved by throat widening. Traffic signals at the intersections of Bryn Mawr Avenue with Cumberland Avenue and with East River Road will be modernized, and traffic signals will be installed at the intersection of Bryn Mawr Avenue with Delphia Avenue.

A median will separate the eastbound and the westbound lanes of the newly resurfaced roadway and exclusive turning lanes will be provided as appropriate. Curbs, gutters, sidewalks, and driveways will be repaired or reconstructed as necessary, and sidewalk ramps for the handicapped, pavement markings and street signs will be provided. The drainage system will be improved. Street lighting will be relocated and improved to accommodate the wider roadway and all other appurtenances necessary to complete the Project will also be provided.

12. That the estimated costs of the Project covered and described by this Agreement are as follows:

Contract Construction .....	\$1,665,000
Force Account Construction .....	\$ 350,000
Construction Engineering/Supervision .....	<u>\$ 185,000</u>
TOTAL: .....	\$2,200,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (IX) (85% of \$2,200,000) .....	\$1,870,000
Non-Federal Share (State) (15% of \$2,200,000) .....	<u>\$ 330,000</u>
TOTAL: .....	\$2,200,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$330,000, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$2,200,000) as authorized by the City Council.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1991.
17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR 1989  
INTERMITTENT RESURFACING AND TRAFFIC SIGNAL  
MODERNIZATION PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois providing for the 1989 Intermittent Resurfacing and Traffic Signal Modernization Program.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:19 A.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an agreement with the State of Illinois providing for the 1989 Intermittent Resurfacing and Traffic Signal Modernization Program described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3  
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City-State Project Agreement.*

*1989 Intermittent Resurfacing And Traffic*

*Signal Modernization Program.*

*Northside Intermittent Resurfacing.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

*Northside Traffic Signals.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

*Southside Intermittent Resurfacing.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

*Southside Traffic Signals.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, are desirous of improving portions of various Federal-Aid Urban routes incorporated into the 1989 Intermittent Resurfacing and Traffic Signal Modernization Program, hereinafter referred to as the "Project(s)" and identified in Attachments A and B (Northside) and in Attachments C and D (Southside) and described in Numbered Paragraph 10 of this Agreement; and

Whereas, no additional right-of-way is required to construct the improvements in accordance with approved plans and specifications; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as currently in effect, may enter into a written



contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the 1987 Surface Transportation and Urban Relocation Assistance Act or subsequent Federal legislation for the contract construction, force account construction and construction engineering/supervision of said Project(s); and

Whereas, the City is proceeding with studies and engineering required for the Project(s); and

Whereas, under the Federal regulations, certain written agreements for the Projects may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the Non-Federal (State) and Federal shares of the costs incurred in connection with the construction engineering/supervision, force account construction and contract construction of the Project(s), as hereinafter provided in Numbered Paragraph 11, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project(s).
4. Upon approval from the State to let and award the contracts for the Project(s), and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal, the Non-Federal (State) and the State-only shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the cost of the Project(s).

- 6. To comply with all applicable Executive Orders and Federal legislation pursuant to Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under Federal law.
- 7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
- 8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project(s) by the parties hereto.

The Parties Hereto Mutually Agree:

- 9. That, upon completion of the improvements, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvements in accordance with established jurisdictional authority.
- 10. That said Project(s) generally consists of the improvement of various Federal-Aid Routes incorporated into the 1989 Intermittent Resurfacing and Traffic Signal Modernization Programs, and identified in Attachments A and B (Northside) and Attachments C and D (Southside) to this Agreement.

The improvements will consist of intermittent base repair and resurfacing, frame and grate adjustments, pavement marking, drainage corrections and sidewalk repairs where necessary. Outmoded traffic signals within the limits of the resurfacing, will be removed and replaced with new signals or modified to conform to existing recommendations and agreements of the Illinois Manual of Uniform Traffic Control Devices.

- 11. That the estimated costs of the Project(s) covered and described by this Agreement are:

Northside Intermittent Resurfacing.

Contract Construction .....	\$2,711,000
Construction Engineering/Supervision .....	<u>\$ 271,000</u>
TOTAL: .....	\$2,982,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the 1989 Northside Intermittent Resurfacing Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$2,603,000) .....	\$1,956,935
Non-Federal Share (State) (24.82% of \$2,603,000) .....	\$ 646,065
State-Only (Sidewalk Work) .....	<u>\$ 379,000</u>
TOTAL: .....	\$2,982,000

and that based upon said ratio, State matching participation for the 1989 Northside Intermittent Resurfacing Project (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$646,065 with any matching share required in excess of that amount to be provided by the City, or by Amendment to this Agreement. The State will also provide 100% of the funds required for sidewalk work associated with this Project up to a maximum of \$379,000 with any sidewalk funds required in excess of that amount to be provided by the City or by Amendment to this Agreement.

Northside Traffic Signal Modernization.

Force Account Construction .....	\$736,364
Construction Engineering/Supervision .....	<u>\$ 73,636</u>
TOTAL: .....	\$810,000

and that based upon the current ration of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the 1989 Intermittent Resurfacing Program, Northside Traffic Signal Modernization Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$810,000) .....	\$608,958
Non-Federal Share (State) (24.82% of \$810,000) .....	<u>\$201,042</u>
TOTAL: .....	\$810,000

and that based upon said ratio, State matching participation for the 1989 Intermittent Resurfacing Program, Northside Traffic Signal Modernization Project (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$201,042 with any matching share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

Southside Intermittent Resurfacing.

Contract Construction .....	\$6,400,000
Construction Engineering/Supervision .....	<u>\$ 640,000</u>
TOTAL: .....	\$7,040,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the 1989 Southside Intermittent Resurfacing Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$5,940,000) .....	\$4,465,692
Non-Federal Share (State) (24.82% of \$5,940,000) .....	\$1,474,308
State-Only (Sidewalk Work) .....	<u>\$1,100,000</u>
TOTAL:	\$7,040,000

and that based upon said ratio, State matching participation for the 1989 Southside Intermittent Resurfacing Project (referred to herein as the non-federal share) shall be limited to a maximum of \$1,474,308 with any matching share required in excess of that amount to be provided by the City, or by Amendment to this Agreement. The State will also provide 100% of the funds required for sidewalk work associated with this project up to a maximum of \$1,100,000 with any sidewalk funds required in excess of that amount to be provided by the City or by Amendment to this Agreement.

## Southside Traffic Signal Modernization.

Force Account Construction .....	\$1,205,000
Construction Engineering/Supervision .....	<u>\$ 120,000</u>
TOTAL: .....	\$1,325,000

and that based upon the current ratio of federal to non-federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the 1989 Intermittent Resurfacing Program, Southside Traffic Signal Modernization Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$1,325,000) .....	\$ 996,135
Non-Federal Share (State) (24.82% of \$1,325,000) .....	<u>\$ 328,865</u>
TOTAL: .....	\$1,325,000

and that based upon said ratio, State matching participation for the 1989 Intermittent Resurfacing Program, Southside Traffic Signal Modernization Project (referred to herein as the non-federal share) shall be limited to a maximum of \$328,865 with any matching share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

12. That standard Federal-Aid procedures and requirements shall apply to all phases of these projects.
13. That the City shall be responsible for 100% of the cost of any work not eligible for federal or state participation.
14. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the project(s) (\$12,157,000) as authorized by the City Council.
15. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1990.

16. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
17. That all prior agreements, or portions thereof, between the City and the State which refer to the construction of these Projects are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be Executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Attachments A, B, C, D and Minority Business Enterprises Provisions attached to this agreement read as follows:

*Attachment "A".*

*Intermittent Resurfacing Program -- (89) North Area.*

	Street/Limits	F.A.U. No.	Miles
1.	Addison Street Nagle Avenue to Natoma Avenue	1372	0.25
2.	California Avenue Foster Avenue to Bryn Mawr Avenue	2840	0.50
3.	Clark Street Grand Avenue to Chicago Avenue	2902	0.30
4.	Clark Street Fullerton Avenue to Diversey Avenue	2875	0.50
5.	Division Street Long Avenue to Cicero Avenue	1394	0.75
6.	Elston Avenue Division Street to North Avenue	3528	0.55

	Street/Limits	F.A.U. No.	Miles
7.	Grand Avenue Division Street to Pulaski Road	3539	0.50
8.	Halsted Street Clybourn Avenue to Willow Street	0876 (F.A.P.)	0.25
9.	Halsted Street Webster Avenue to Fullerton Parkway	0876 (F.A.P.)	0.25
10.	Kedzie Avenue Elston Avenue to Belmont Avenue	2831	0.50
11.	Lincoln Avenue Warner Avenue to Montrose Avenue	3525	0.38
12.	Milwaukee Avenue Logan Square to Sacramento Avenue	3513	0.25
13.	Milwaukee Avenue Lawrence Avenue to Central Avenue	3513	<u>0.70</u>
			5.68

Revised: 12/8/88

*Attachment "B".*

*1989 Intermittent Resurfacing Traffic Signal  
Modernization (Northside).*

Clark Street	(F.A.U. 2875)	At Wrightwood Avenue
Division Street	(F.A.U. 1394)	At Lavergne Avenue
Division Street	(F.A.U. 1394)	At Long Avenue
Grand Avenue	(F.A.U. 3539)	At Hamlin Avenue

Halsted Street	(F.A.U. 876)	At Clybourn Avenue
Lincoln Avenue	(F.A.U. 3525)	At Montrose Avenue
Lincoln Avenue	(F.A.U. 3525)	At Berteau Avenue

*Attachment "C".**Intermittent Resurfacing Program -- (89) South Area.*

Street/Limits	F.A.U. No.	Miles
1. Cottage Grove Avenue 35th Street to 39th Street	2933	0.50
2. Damen Avenue Marquette Road to 71st Street	2850	0.50
3. Damen Avenue 81st Street to 87th Street	2850	0.75
4. Garfield Boulevard Racine Avenue to Ashland Avenue	1505	0.50
5. Jackson Boulevard Kolmar Avenue to Pulaski Avenue	1422	0.70
6. Kedzie Avenue 24th Street to Cermak Road	2831	0.25
7. Kedzie Avenue 26th Street to 31st Street	2831	0.60
8. King Drive 50th Street to 51st Street	2915	0.13
9. Pulaski Road 33rd Street to 31st Street	2812	0.25
10. State Street 73rd Street to 79th Street	2907	0.75



	Street/Limits	F.A.U. No.	Miles
11.	State Street 86th Street to 89th Place	2907	0.38
12.	State Street 101st Street to 103rd Street	2907	0.25
13.	Vincennes Avenue 70th Street to Lafayette Avenue	2846	0.13
14.	26th Street Central Park Avenue to Sacramento Avenue	1459	0.75
15.	35th Street King Drive to Cottage Grove Avenue	1474	0.50
16.	51st Street Kildare Avenue to Keeler Avenue	1501	0.20
17.	55th Street Melvina Avenue to Central Avenue	1505	0.75
18.	63rd Street Kedzie Avenue to Rockwell Street	1519	0.75
19.	75th Street Yates Boulevard to Exchange Avenue	1540	0.30
20.	79th Street Colfax Avenue to Exchange Avenue	1548	0.38
21.	79th Street Wood Street to Racine Avenue	1548	0.75
22.	79th Street Kostner Avenue to Keating Avenue (eastbound only)	1548	0.44
23.	83rd Street Lafayette Avenue to Perry Avenue	1553	0.07
24.	83rd Street Wood Street to Western Avenue	1553	0.75

	Street/Limits	F.A.U. No.	Miles
25.	99th Street Beverly Avenue to Vincennes Avenue	1567	0.38
26.	107th Street Prairie Avenue to Dauphin Avenue	1580	<u>0.40</u>
			12.31

Revised: 12/8/88

*Attachment "D".*

*1989 Intermittent Resurfacing Traffic Signal  
Modernization (Southside).*

Damen Avenue	(F.A.U. 2850)	At 69th Street
Garfield Boulevard	(F.A.U. 1505)	At Loomis Boulevard
Kedzie Avenue	(F.A.U. 2831)	At 31st Street
State Street	(F.A.U. 2907)	At 73rd Street
26th Street	(F.A.U. 1459)	At Central Park Avenue
55th Street	(F.A.U. 1505)	At Austin Avenue
63rd Street	(F.A.U. 1519)	At Sacramento Avenue
79th Street	(F.A.U. 1548)	At Wood Street
83rd Street	(F.A.U. 1553)	At Lafayette Avenue
83rd Street	(F.A.U. 1553)	At Western Avenue
83rd Street	(F.A.U. 1553)	At State Street
107th Street	(F.A.U. 1580)	At King Drive

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this Agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
REMOVAL OF ABANDONED RAILWAY/HIGHWAY  
GRADE CROSSINGS AT VARIOUS  
LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois providing for the removal of abandoned railway/highway grade crossings at various locations within the City.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:20 A.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the removal of abandoned railway/highway grade crossings at various locations described herein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3  
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City/State Project Agreement.*

*Removal Of Abandoned Railway/Highway*

*Grade Crossings At Various Locations.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the removal of certain unused and abandoned railway/highway grade crossings hereinafter referred to as the "Project" and identified in Exhibit A and described in Numbered Paragraph 12 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121; Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of funds authorized by Section 203 of the Federal-Aid Highway Act or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written Agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided in Numbered Paragraph 13, upon receipt of progressive billings supported by

documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. To obtain written permission for each railway/highway grade crossing to be removed, and to determine the disposition of the removed material.
5. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
6. To finance the work pending progressive reimbursement by the State of the Federal share of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
7. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under Federal law.
8. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
9. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

The Parties Hereto Mutually Agree:

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

- 11. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
- 12. That said Project generally consists of the complete removal of the abandoned and unused railway/highway grade crossings identified in Exhibit A of this Agreement. Rails, ties, warning signals and crossing surface material will be removed. The roadway pavement will be restored and all other appurtenances necessary to complete the Project in accordance with approved plans and specifications will also be provided.
- 13. That the estimated costs of the Project covered and described by this Agreement are:

Crossings on Federal System .....	\$370,000
Crossings off Federal System .....	<u>\$220,000</u>
TOTAL: .....	\$590,000

\*Including construction engineering

and that based upon the current ratio of Federal to Non-Federal (City) funds for Federal-Aid Section 203 projects, the estimated proportional participation for the project will be:

Federal-Aid Share (90% of \$590,000) .....	\$536,360
Non-Federal Share (City) (10% of \$590,000) .....	<u>\$ 53,640</u>
TOTAL: .....	\$590,000

- 14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
- 15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.

16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$590,000) as authorized by the City Council.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1991.
18. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Exhibit "A" and Minority Business Enterprises Provisions attached to this agreement read as follows:

*Exhibit "A".*

*Removal Of Abandoned Railway/Highway Grade Crossings*

*In The City Of Chicago, Cook County, Illinois.*



*Locations Of Crossings.**Crossings On Federal System.*

Route No.	Street Name	Location	Railroad	Est. Cost
F.A.U. 3525	Lincoln Avenue	At Lakewood/George	Soo Line	\$40,000
F.A.U. 1463	31st Street	At Albany	ICG	85,000
F.A.U. 1463	31st Street	At Sacramento	ICG	100,000
F.A.U. 1474	35th Street	At Iron	Con Rail	45,000
F.A.U. 1474	35th Street	At Racine	Con Rail	25,000
F.A.U. 1374	Belmont Avenue	At 6600 West	Soo Line	35,000
F.A.U. 1374	Belmont Avenue	At Lakewood/Racine	Soo Line	<u>40,000</u>
Total Estimated Cost (On Federal System)				\$370,000

*Crossings Off Federal System.*

Street Name	Location	Railroad	Est. Cost
Barry Avenue	At 6600 West	Soo Line	\$45,000
Wellington Avenue	At 6600 West	Soo Line	30,000
George Street	At 6600 West	Soo Line	40,000
Melrose Avenue	At 1250 West	Soo Line	70,000
School Street	At 1250 West	Soo Line	<u>35,000</u>
Total Estimated Cost (Off Federal System)			\$220,000

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement of such remedy as deemed appropriate."

This agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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SUBMISSION OF GRANT APPLICATION TO UNITED STATES  
DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT  
ADMINISTRATION FOR INFRASTRUCTURE  
IMPROVEMENTS IN CRAWFORD  
INDUSTRIAL PARK.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of a grant application to the United States Department of Commerce, Economic Development Administration, for \$1,500,000 to be used for infrastructure improvements in Crawford Industrial Park.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:30 A.M.

The following is said ordinance as passed:

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

SECTION 1. The Mayor of the City of Chicago is hereby authorized to execute an application to the United States Department of Commerce, Economic Development Administration for \$1,500,000 to be used for infrastructure improvements in Crawford Industrial Park.

SECTION 2. The Mayor and the Commissioner of Economic Development are hereby authorized to provide such additional information and to provide such assurances as are necessary to complete such grant application and, in the event such application is approved, to execute a grant agreement and such other documents as are necessary to obtain the grant funds.

SECTION 3. In the event such application is approved, such funds shall be used for street reconstruction and resurfacing, water and sewer improvements, electrical adjustments, curb, gutter and sidewalk repair and railroad crossing refurbishment within the boundaries of Crawford Industrial Park and such funds are hereby appropriated for such use.

SECTION 4. This ordinance shall be effective from and after its passage.

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
CONSTRUCTION OF FACILITIES PERTAINING TO  
DORCHESTER AVENUE, JACKSON PARK  
TRANSIT TERMINAL COMPLEX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State Project Agreement for the construction of facilities pertaining to the Dorchester Avenue, Jackson

Park Transit Terminal Complex, located at West 63rd Street between South Dorchester Avenue and South Blackstone Avenue.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Alderman Natarus then requested that the record reflect the said passed ordinance was transmitted to the Acting Mayor, who affixed his signature to said ordinance at 11:22 A.M.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the construction of facilities pertaining to the Dorchester Avenue, Jackson Park Transit Terminal Complex, at 63rd Street between Dorchester Avenue and Blackstone Avenue described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3  
of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City/State Project Agreement attached to this ordinance reads as follows:

*City/State Project Agreement.*

*Construction Of Facilities Pertaining To  
The Dorchester Avenue, Jackson Park Transit  
Terminal Complex, At 63rd Street Between  
Dorchester Avenue And Blackstone Avenue.*

*Federal Project No.:* \_\_\_\_\_

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

*Witnesseth:*

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to construct facilities pertaining to the Dorchester Avenue, Jackson Park Transit Terminal Complex, at 63rd Street between Dorchester Avenue and Blackstone Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the Non-Federal (State) and Federal shares of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided in Numbered Paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations as may be required by the State and under Federal law.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the Construction of kiss-and-ride, park-and-ride and bus terminal facilities at 63rd Street between Dorchester Avenue and Blackstone Avenue, as well as the improvement of a pedestrian arcade in conjunction with the construction of a new rapid transit terminal at that location.

New facilities will include pavement, walkways, curb and gutter, landscaping, lighting, fencing, pavement markings and signs, drainage structures and other utility improvements for the kiss-and-ride, park-and-ride and bus terminal construction. Parking fee collection equipment will be installed and bus terminal canopies and storage and washroom facilities will be constructed.

An existing pedestrian arcade under the adjacent Illinois, Central, Gulf Railroad Company viaduct will be improved by cleaning, painting and repair as necessary of sidewalks, walls and structure. New lighting will be installed and all other appurtenances necessary to complete the Project will be provided.

12. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction .....	\$1,475,000
Force Account Construction .....	\$ 25,000
Construction Engineering/Supervision .....	\$ <u>100,000</u>
TOTAL: .....	\$1,600,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$1,600,000) .....	\$1,202,880
Non-Federal Share (State) (24.82% of \$1,600,000) .....	<u>\$ 397,120</u>
TOTAL: .....	\$1,600,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$397,120 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

- 13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
- 14. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
- 15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$1,600,000) as authorized by the City Council.
- 16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1991.
- 17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:



*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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EXECUTION OF REDEVELOPMENT AGREEMENT WITH  
MILLER-KLUTZNICK-DAVIS-GRAY COMPANY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Miller-Klutznick-Davis-Gray Company necessary for the revitalization and redevelopment of property bounded by Randolph, Dearborn, Clark and Lake Streets.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 28, 1979, the City Council of the City of Chicago adopted an ordinance approving the designation of an area located within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop"; and

WHEREAS, The City and Miller-Klutznick-Davis-Gray Company ("Developer") shall enter into a redevelopment agreement providing for the revitalization and redevelopment of certain property owned or controlled by Developer located in Block 35 of the North Loop, which is bounded by Randolph, Dearborn, Clark and Lake Streets; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, Developer shall use its best efforts to construct a first class office building including retail and related uses, which development conforms to the standards described in the North Loop Guidelines for Conservation and Redevelopment, as amended, and to the Redevelopment Plan for said project area; and

WHEREAS, The proposed development shall be undertaken by Developer as a private venture and with no public subsidy from the City of Chicago; now, therefore,

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

SECTION 1. The Acting Mayor and the Commissioner of the Department of Planning are authorized and directed to execute, and the City Clerk to attest, to the Redevelopment Agreement with Miller-Klutznick-Davis-Gray Company, providing for the redevelopment of certain property owned or controlled by Developer located within Block 35 of Blighted Commercial Area North Loop. The Redevelopment Agreement shall be in substantial conformity with Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The property to be developed in accordance with the Redevelopment Agreement is legally described as Lots 7 and 8 in Block 35 in Original Town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 of the Third Principal Meridian in Cook County, Illinois.

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

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

*Block 35, North Loop Project*

*Redevelopment Agreement*

*Miller-Klutznick-Davis-Gray Company*

This Agreement ("Agreement"), dated as of \_\_\_\_\_, 1989 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Miller-Klutznick-Davis-Gray Company, a Colorado general partnership ("Developer"), having its offices at 737 North Michigan Avenue, Chicago, Illinois 60611.

*Recitals:*

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission ("Commission").

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area to be known as the "Blighted Commercial Area North Loop" ("Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago, pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines"), pertaining to the Redevelopment Area, were approved by the Commission on May 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and as revised, were approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, as so further revised and approved by the Chicago Plan Commission on October 14, 1982, and with additional revisions, were further approved by the City Council on October 27, 1982 and as further revised by the Commission on September 1, 1987, as so further revised and approved by the Chicago Plan Commission on September 2, 1987, and were finally approved by the City Council on September 23, 1987. Furthermore, the City adopted

ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project ("T.I.F. Plan") for the North Loop Redevelopment Area and adopting tax increment financing for the North Loop Redevelopment Area. The T.I.F. Plan was further revised by the Commission on September 1, 1987 and as revised, was approved by the City Council on September 23, 1987. The Plan, the Guidelines and the T.I.F. Plan are collectively referred to herein as the "Redevelopment Documents".

D. The Redevelopment Documents set forth: (i) the City's general objectives for the Redevelopment Area; and (ii) certain specific planning and design criteria for the Redevelopment Area.

E. Developer has an interest in real estate located within the Redevelopment Area in the block generally bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street, legally described on Exhibit A attached hereto ("Site").

F. Developer shall use its best efforts to construct one first class office tower and additional improvements ("Project") on the Site in accordance with the terms and conditions of the Agreement and the Redevelopment Documents.

G. Developer and the City acknowledge that the implementation of the policies and provisions described in the Redevelopment Documents and the Agreement will be of mutual benefit to Developer and the City.

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

*Definitions.*

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

**Affirmative Action Plan:** That certain agreement to be entered into by the City and Developer substantially in the form attached hereto as Exhibit B.

**Agreement to Provide Assistance to Neighborhood Development:** That certain agreement to be entered into by the City and Developer substantially in the form attached hereto as Exhibit C.

**Block:** That certain block located in the City's Loop bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street.

**Certificate:** The certificate of completion to be issued by the City pursuant to Subsection 3.9 below.

Commission: The Commercial District Development Commission of the City of Chicago.

Commissioner: The Commissioner of the Department of Planning of the City of Chicago.

Completion: The substantial completion of the Project or a Phase thereof as the context requires. The Project shall be considered substantially complete when: (i) improvements and all common or public areas located within the office tower of the Project are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items" and further subject to the understanding that underground loading and parking facilities will not be accessible until completion by the Linpro Company of the improvements to the Garvey Court tunnel referenced in Section 3.10 (c)) and ready for the installation of "tenant finishing work" or for use and occupancy for the purpose intended and, (ii) all contributions described in Subsection 3.10 below (or commitments therefor in form and content satisfactory to the Commissioner have been delivered) are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items" and substantial incomplete matters such as the north/south arcade and the completion of certain Couch Place improvements and underground loading and parking facilities all of which shall be coordinated with the construction of the improvements to be constructed by the Linpro Company ("Linpro Company") pursuant to the terms of the Redevelopment Agreement between the City of Chicago and Linpro Chicago Land Limited Partnership dated November 1, 1988 ("Linpro Redevelopment Agreement")) and ready for use and occupancy for the purpose intended. The deposit in a trust escrow account of that certain note representing Developer's cash contribution pursuant to the terms of Subsection 3.10 (a) of the Agreement shall constitute completion of Developer's obligation concerning its cash contribution.

D.O.P.: City of Chicago Department of Planning.

First Source Hiring Agreement: That certain agreement to be entered into by the City and Developer substantially in the form attached hereto as Exhibit D.

Planned Development: That certain planned development described in Subsection 3.2 below.

Project: All of the improvements (except tenant improvements) consisting of one first class office tower with retail facilities having a maximum of 783,716 floor area ratio square feet to be constructed by Developer at the Site pursuant to the drawings, plans and specifications approved by the City in accordance with Subsection 3.4 below.

Redevelopment Documents: The Redevelopment Plan, the T.I.F. Plan and the Guidelines. The Redevelopment Documents shall include any revision made from time to time by the City, provided that no such revision shall: (i) alter the use of the Site for the purposes contemplated by the Agreement; (ii) expressly require Developer to take an action that results in an increase of Developer's costs; or (iii) alter the schedule for construction of the Project.

Site: The land legally described in Exhibit A attached hereto.

*Section I.*

*Incorporation Of Recitals And Definitions.*

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

*Section II.*

*Representations And Warranties.*

2.1 Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

- (a) Prior to the commencement of construction of the Project as described in subsection 3.6 below, Developer shall have good and merchantable fee title (or possess 100% of the beneficial interest in the land trust which has good and merchantable fee title) to the Site and the improvements located thereon, subject only to those permitted exceptions as described on Exhibit E, attached hereto.
- (b) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer or any party affiliated with Developer which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement and the Redevelopment Documents; or (ii) materially affect the operation or financial condition of Developer.
- (c) There are no pending environmental, civil, criminal or administrative proceedings relating to the Site and Developer has no knowledge of any threatened proceedings or any facts or circumstances which may give rise to any such proceedings in the future.
- (d) The execution, delivery and performance by Developer of the Agreement have not constituted and shall not constitute a breach or default under any

other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.

- (e) Developer is a duly organized and existing Colorado partnership in good standing under the laws of the State of Colorado.
- (f) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.
- (g) The use of the Site shall not violate: (i) any statute, law, regulation, rule, ordinance or executive and judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes of approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.
- (h) Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age or handicap in the sale, lease, rental, use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof, and shall utilize the Project solely for those uses permitted by the terms of the Agreement, the Redevelopment Documents, or both.
- (i) Developer has agreed to comply with the terms of: (1) the Affirmative Action Plan; (2) the First Source Hiring Agreement; and (3) the Agreement to Provide Assistance to Neighborhood Development.

## 2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform the obligations of Developer hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, and deliver the Agreement and perform the terms and obligations contained herein.

## 2.3 Survival Of Representations And Warranties.

Developer agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

*Section III.*

*Construction Of The Improvements*

*Constituting The Project.*

3.1 Generally.

Developer agrees that the Project shall be solely devoted to the development of a first class office tower and retail uses as more fully described in the Schematics and Design Plans submitted by Developer to the City in accordance with the procedures described in Subsection 3.4 below.

3.2 Guidelines And Planned Development.

(a) The Guidelines. The Commissioner shall take all appropriate steps consistent with applicable law to recommend that certain revisions to the Guidelines consistent with the terms of the Agreement be approved by the City's Plan Commission, and if so approved, adopted by the City Council.

(b) The Planned Development. The Commissioner shall take all appropriate steps consistent with the Zoning Ordinance, Chapter 194A, Municipal Code of Chicago, to recommend that a planned development ("Planned Development") affecting the Site be approved by the City's Plan Commission and if so approved, adopted by the City Council of the City. The Commissioner shall cooperate in any proceedings with regard to the Planned Development and shall make witnesses available and furnish any information as required by the Plan Commission and the City Council. In the event that the City Council has not approved the Planned Development by one hundred twenty (120) days after the execution date of the Agreement by the parties, Developer shall have the right to terminate the Agreement and all of Developer's obligations under the Agreement; provided, however, in the event of such termination, Developer must abandon the Project contemplated by the Agreement and shall not attempt to construct any improvements on the Site without first entering into a subsequent redevelopment agreement with the City.

3.3 Demolition By Developer.

Developer, at its sole cost and expense, shall be responsible for any and all demolition, grading, compaction or other services necessary to permit construction of the Project.



### 3.4 Submission Of Construction Documents.

Upon the execution date of the Agreement, the City hereby approves the Project drawings described in Exhibit I attached hereto. One hundred eighty (180) days prior to commencement of construction of the Project, Developer shall deliver to the City schematic drawings ("Schematics") for approval by the D.O.P. describing the improvements to be constructed at the Site. Within ninety (90) days of the date from which the D.O.P. approves the Schematics, Developer shall submit to the D.O.P. its final design drawings and specifications ("Design Plans") consistent with the Schematics. The Design Plans shall conform to the terms of the Agreement, the Redevelopment Documents as amended from time to time, and all applicable state and local laws, ordinances and regulations.

Upon submission of the Design Plans to the D.O.P., the Department shall have forty-five (45) days with which to reasonably approve or reject the Design Plans. If the D.O.P. rejects the Design Plans, Developer shall have forty-five (45) days in order to prepare plans consistent with the requirements of the D.O.P. and resubmit them to the Department for approval.

Any subsequent material amendment to the Design Plans must be submitted to the D.O.P. for its approval, which approval shall not be unreasonably withheld or delayed. For purposes of this subsection 3.4 of the Agreement, any amendment to the Design Plans shall be deemed material if the change would be inconsistent with the Schematics and the Design Plans and would have a material adverse impact on the structure or exterior appearance of the Project. The D.O.P. shall respond to any request by Developer for approval of any material change in the Design Plans within thirty (30) days of its receipt of such request.

### 3.5 Limited Applicability Of D.O.P.'s Approval.

Any approvals of the Schematics and the Design Plans made by the D.O.P. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the D.O.P. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project. Developer agrees to notify the D.O.P. within five (5) days of the issuance of the building permit by the City's Department of Inspectional Services.

### 3.6 Time For Commencement And Completion Of The Project.

Developer shall use its best efforts to commence construction of the Project by June 1, 1990. Except as otherwise provided in the Agreement, Developer shall use its best efforts to complete construction of the Project within three years after the issuance of a building

permit by the City. Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall use their best efforts to promptly begin and diligently complete the Project within the time period specified in this Subsection 3.6. Any interim use of any part of the Site during the time period from demolition of existing improvements to construction of the Project improvements as anticipated by the Agreement shall be subject to the approval of the D.O.P., which approval shall not be unreasonably withheld or delayed.

### 3.7 Developer's Commitment And Budget.

On or before one (1) month prior to the commencement of construction of the Project as described in Subsection 3.6 above, Developer shall deliver to the City:

(a) to the extent available, executed contracts between Developer and the general contractor and prime contractors, or other evidence of contractual obligations;

(b) the lenders' term sheet for construction financing, specifying the amount of the loan, length of term and the applicable interest rate or other reasonably satisfactory evidence of financial ability to build and pay for construction;

(c) a written budget setting forth the projected and anticipated development costs with regard to the construction of the Project improvements and describing the sources of funds to pay such costs.

### 3.8 Relocation Of Utilities.

In the event Developer requests the relocation, repair or replacement of any existing City utility lines in and under public streets or private property adjacent to the Site, Developer agrees to cause such utilities to be relocated at Developer's sole expense. The D.O.P. shall use its best efforts to assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City be financially responsible for the relocation, repair or replacement of any utility lines as a result of the Agreement.

### 3.9 Certificate Of Completion.

As construction of the Project is completed in accordance with the approved Design Plans, the Agreement and the Redevelopment Documents, upon written request by Developer, the City shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Developer and its successors and assigns to construct the Project. The Certificate, however, shall not constitute evidence

that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the construction or completion of the Project. The Certificate shall be in recordable form. Upon written request by Developer for the Certificate, the City shall, within thirty (30) days after receipt of the same, undertake an inspection of the Site and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the construction of the Project in conformity with the Redevelopment Documents, the Agreement and the Design Plans, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

### 3.10 Developer's Contribution.

In conjunction with the redevelopment of the Site and the Block in conformity with the Redevelopment Documents affecting the City's North Loop, Developer shall provide the following:

#### (a) Cash Contribution.

Developer shall make a cash contribution to the City in the sum of One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00), said sum to be deposited in a trust escrow account maintained by an institutional escrowee mutually acceptable to the parties. Said sum shall be deposited in the escrow during a four year period in accordance with the terms of that certain installment note attached hereto as Exhibit F. Within ten (10) days of the execution date of the Agreement, Purchaser shall furnish to the City an opinion by its legal counsel that the execution and delivery of said installment note was duly authorized and that said note is valid and binding in accordance with its terms. Funds in said escrow account may be drawn upon by the City for the purpose of defraying the cost of the maintenance and operation of those certain theaters located on the Block commonly known as the Harris-Selwyn Theaters ("Theaters"). In the event that the Theaters are not renovated or reconstructed, the escrow fund described in this sub-paragraph 3.10 (a) shall be used to acquire public amenities to be located on the Block, including but not limited to, sculpture or other tangible art form.

#### (b) Agreement To Provide Assistance To Neighborhood Development.

Developer shall enter into an agreement with the City substantially in the form attached hereto as Exhibit C whereby Developer agrees to promote neighborhood-based development.

(c) Developer shall use its best efforts to enter into an agreement with the Linpro Land Limited Partnership for the use of its Garvey Court tunnel under Lake Street for its service vehicles and automobile parking but limited to no fewer than forty-two (42) parking spaces. Access fee shall be determined in accordance with the execution of such an agreement; provided however an arbitration procedure conducted by a three person panel consisting of M.A.I. appraisers selected in accordance with the procedures of the American Arbitration Association shall determine the terms and compensation to be paid in the absence of such agreements.

(d) Developer agrees to upgrade and develop the south one-half of the Couch Place improvement program relating to that portion of Couch Place located on the Block, including contribution of one-half of the cost of installation of ground surfaces, lighting elements and retail knockout panels like those situated on that portion of Couch Place located on Block 36 of the North Loop Redevelopment Area, if feasible, or of such alternative use or design as approved by the Commissioner, such costs to be offset by net income from the retail shops and accessory street elements consistent with the elements generally found in similar high quality public spaces in the City. Such upgrade shall be coordinated with the construction of improvements on the north half of Couch Place located on the Block, which shall be undertaken by the owners of the Theaters. In any event, the Developer shall complete construction of its Couch Place improvements within a reasonable time after the completion of construction of the improvements on the north half of Couch Place by the owners of the Theaters and the improvements to be constructed by the Linpro Company pursuant to the Linpro Redevelopment Agreement. The design of these improvements is subject to the review and approval of the Commissioner.

### 3.11 Encumbrances Affecting The Site.

Developer may, after first providing written notification to the City, mortgage the Site and the Project improvements to a reputable financial institution. The limitation provided in this subsection shall be in effect until the City issues its Certificate with regard to the Project.

### 3.12 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage authorized by the Agreement (including any holder or affiliate of such holder who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu therefor, but not including: (a) any other party who thereafter obtains title to the Site or such part from or through such holder, or affiliate, or (b) any other purchaser at foreclosure sale (other than the holder of the mortgage itself or its affiliate) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this Subsection 3.12 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to devote the Site or any part thereof to any uses, or to construct any

improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Documents and the Agreement. Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose address has been given in writing to the City. After any such default by Developer, each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

### 3.13 Tax Increment Financing.

The use of tax increment financing for the North Loop Project was approved by the Chicago City Council on June 20, 1984. Since that date, every redevelopment agreement executed by the City for the development of property within the redevelopment area has contained requirements consistent with those set forth in this paragraph 3.13. Similar commitments will be required for all future developers as long as tax increment financing is in effect. In the event Developer constructs the Project, the following provisions of this Section 3.13 shall apply.

- (a) The City and Developer agree that:
  - (i) for the purpose of the Agreement, the total minimum assessed value ("Minimum Assessed Value") of the Site and the Project for the years 1989 through 1996 is shown on Exhibit G attached hereto; and
  - (ii) the real estate taxes derived from the Site and the Project arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit H attached hereto.
  
- (b) With reference to the assessment of the Site and the Project or any part thereof, except as provided herein, Developer shall not for any year referred to in Exhibit G:
  - (i) apply for, seek or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against the Minimum Assessed Value, without first obtaining the prior written approval of the Commissioner;
  - (ii) directly or indirectly, seek to lower the assessed values below the amount of the applicable Minimum Assessed Value;
  - (iii) apply for, seek or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the

City, in writing, of such application or attempt; and Developer does hereby consent to the City's or any other taxpayer's appearance and shall provide to the City or any other taxpayer a reasonable opportunity to appear before any administrative, judicial body, or both, to contest or defend the assessed value against any such application or attempt to reduce such assessed value; or

- (iv) object to or in any way seek to prevent, on procedural or other grounds, the filing of any underassessment complaint with, or full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City or by any taxpayer.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 1989 and future years would produce real estate taxes for the Site and the Project for any year in excess of taxes set forth in Exhibit H attached hereto, upon written notice to the City, Developer may seek to lower the assessed values indicated in Exhibit G attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Project for such year below those specified in Exhibit H attached hereto.

Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the Site or the Project or applicable generally to property located in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such, and Exhibits G and H attached hereto shall be amended accordingly.

- (c) Covenants b(i)-(iv) above shall be construed and interpreted as an express agreement between Developer and the City that a major incentive inducing the City to enter into the arrangements and transaction described in the Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and the Project. The Agreement may be used by the City, in its sole discretion, as admission against Developer's interest in any proceeding.
- (d) If at any time for any of the years referred to in Exhibit H, the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge shall be imposed upon the then owner of the Site and the Project which new tax by its statutory language expressly replaces, in whole or in part, the general real estate taxes for the Site and the Project, the amount of such new tax for each year shown in Exhibit H shall be

included in and for the purposes of the Agreement, shall be considered as part of the general real estate taxes levied or assessed against the Site and the Project for each such year.

*Section IV.*

*Performance.*

4.1 Time Of The Essence.

Time is of the essence of the Agreement.

4.2 Enforced Delay In Performance.

Neither the City, Developer, or any successor in interest to Developer shall be considered in breach of its obligations with respect to the commencement and completion of construction of the Project in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond such party's reasonable Control without such party's fault or negligence, including but not restricted to, any delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, delays in freight, embargoes, foreclosures, obtaining of government approvals and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such enforced delay.

4.3 City's Remedies In The Event Of Default.

If Developer fails to substantially complete the Project in accordance with the Design Plans and the Agreement, and the City has given written notice of such default to Developer and Developer has not corrected such default within one hundred eighty (180) days of such notice (except for any default which cannot be corrected in one hundred eighty (180) days, provided that Developer is diligently and continuously in good faith attempting to substantially complete such work), the City shall have the right to suspend all permits issued by the City with regard to construction of the Project, and all work and all activity concerning the construction of the Project (other than that which is necessary to cure the specified default) shall immediately cease until such default is cured by Developer.

#### 4.4 No Waiver By Delay.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way, it being the intent of this provision that the City should not be constrained, at a time when it may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches or otherwise. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

### *Section V.*

#### *Developer's Affirmative Action Obligations*

#### *And First Source Hiring Program.*

#### 5.1 Affirmative Action Plan.

Developer shall enter into an agreement with the City substantially in the form attached hereto as Exhibit B, to cause the development and implementation of an affirmative action program affecting the construction of the Project and the operation of the completed Project improvements by Developer. Developer and its successors and assigns shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age or handicap and shall take affirmative action to ensure that applicants are hired and employed without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### 5.2 First Source Hiring Program.

Developer shall enter into an agreement with the City, substantially in the form attached hereto as Exhibit D, to cause the development and implementation of a first source hiring program.



*Section VI.*

*Miscellaneous Provisions.*

6.1 Entire Agreement.

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City of Chicago. The term "material" for the purpose of this Subsection 6.1 shall be defined as any deviation from the terms of the Agreement, which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or materially changes the Site or character of any activities undertaken by Developer or increases any time agreed for performance by either party by more than thirty (30) days.

6.2 Assignability And Transfer.

Until the City issues the Certificate, Developer shall not assign, transfer or convey any right, title or interest in the Site, the Project or the Agreement, or any of its duties or obligations under the Agreement (such proposed assignments, transfers and conveyances are hereinafter referred to as a "Proposed Transfer") without first notifying the City by written notice of such a Proposed Transfer. The City may object to any Proposed Transfer only if the assignee, lessee, grantee or transferee is a person precluded by Subsection 6.3 below from having an interest in Developer, the Site, the Project or the Agreement.

6.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate by the City, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement, the Site or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

#### 6.4 Ownership Evidence And Disclosure.

Within thirty (30) days prior to the execution date of the Agreement by the parties, Developer shall deliver to the City evidence reasonably satisfactory to the Commissioner showing the ownership of the Site and the names of all persons having any interest therein on the date hereof.

Developer has informed the City that Developer may obtain unrelated investors to participate in the ownership of the Project. The City agrees that Developer may at any time and from time to time transfer, sell or cause to be transferred or sold in any manner the Project, the Site or Developer's rights under the Agreement, provided that: (i) the transfer of sale does not create a conflict of interest in violation of any law, ordinance, regulation or executive order, and (ii) in connection with such transfer or sale there is made to the City such economic disclosures as required by applicable law.

#### 6.5 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reason of any misrepresentation.

#### 6.6 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

#### 6.7 Cumulative Remedies.

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

#### 6.8 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

### 6.9 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

Commissioner,  
Department of Planning  
Room 1000, City Hall  
Chicago, Illinois 60602

With A Copy To:

Corporation Counsel  
City of Chicago  
Room 511, City Hall  
Chicago, Illinois 60602

If To Developer:

Miller-Klutznick-Davis-Gray Co.  
737 N. Michigan Avenue  
Chicago, Illinois 60611

With A Copy To:

Nina B. Maris  
Donna Pugh  
Katten, Muchin & Zavis  
525 W. Monroe Street  
Suite 1600  
Chicago, Illinois 60606

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

### 6.10 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

#### 6.11 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

#### 6.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, Developer, at its sole expense, shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

#### 6.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the mortgagee or other lien holder, and their successors in interest in the Site and no other person or party may assert against the City or claim the benefit of such approval or certificate.

#### 6.14 Successor And Assigns.

The terms of the Agreement shall be binding upon and benefit the City, Developer, and their respective heirs, legal representatives, successors and assignees.

#### 6.15 Severability.

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

#### 6.16 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

6.17 Limitation On Liability.

Except in instances of fraud or intentional material misrepresentation, the liability of Developer hereunder is limited solely to the Site. Except for fraud or intentional material misrepresentation made by any partner of Developer, no partner shall be personally liable for any claim arising out of or related to the Agreement or any transactions contemplated herein. The City further agrees that a deficit capital account of any partner of Developer or the obligation of any partner of Developer to contribute capital to Developer shall not be deemed an asset or property of Developer.

In Witness Whereof, the parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eugene Sawyer, personally known to me to be the Acting Mayor of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Acting Mayor, he signed and delivered the said instrument pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires \_\_\_\_\_, 19\_\_\_\_\_.

Exhibits "A" through "I" attached to this Redevelopment Agreement read as follows:

*Exhibit "A".*

Lots 7 and 8 in Block 35 in original town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

*Exhibit "B".*

*Affirmative Action Plan*

*To*

*Redevelopment Agreement*

*Dated As Of \_\_\_\_\_, 1989*

*By And Between*

*The City Of Chicago And*

*Miller, Klutznick, Davis, Gray Company.*

*Policy Statement.*

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remediate the adverse effects of historically exclusionary practices within the society, including the procurement of goods and services and the award of construction contracts for publicly-supported facilities. Reflecting these findings of past discrimination against minorities and women, and in recognition of this affirmative action policy, on December 9, 1983, the City Council of the City of Chicago adopted an Ordinance (the "Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. In addition, on April 3, 1985, the Mayor of the

City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process.

Miller, Klutznick, Davis, Gray Company (a general partnership) recognizes the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. The Partnership will establish, implement and maintain a continuing Affirmative Action Program designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The program will include 1) a written affirmative action plan committing the developer to provide maximum opportunity for minorities and females in its development project; 2) designation of adequate personnel to administer the program; 3) establishment of goals which are higher than the prevailing levels for minority and female employment during both the construction period and the operation of facilities; 4) formulation of achievable goals for utilization of women/minority business enterprises in the development; 5) creation of a program to provide, in cooperation with the City of Chicago, assistance and advice in the areas of leasing, planning and marketing programs in neighborhood-based projects; and 6) implementation of procedures to assure achievement of program goals, including provision of objective standards to determine how goals are being met.

The purposes of this Affirmative Action Plan are to remedy such past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago by assisting minority and women businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City of Chicago. In accordance with the guidelines and goals set forth below, the Partnership shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the Project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Agreement. The City agrees to assist the Partnership with the implementation of the Plan as provided herein.

The terms and provisions of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and the Partnership and their successors and assigns.

The City recognizes that it is Partnership's intent to hire qualified, responsible bidders for the construction of the Improvements. The City agrees that it is not the purpose or intent of this Plan to impose upon Partnership or its contractors the obligation or require Partnership or its contractors to take actions which significantly affect the cost of the Improvements or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Improvements or quality of construction, and it is further understood that Partnership or its Contractors (consistent with the obligation to exercise good faith required by this Plan) shall be entitled to judge the qualifications of M.B.E./W.B.E. contractors utilized for the completion of the Improvements or the operation or management thereof.

*1. Definitions.*

Whenever the following words or terms are used in this Plan, unless otherwise defined, they shall have the meaning ascribed to them in this Section. Capitalized terms not defined herein shall have the meanings defined in the Agreement.

- 1.1 "Agreement" means the contract between the City of Chicago and the Partnership dated as of \_\_\_\_\_, 1988, to which this Plan is appended.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanics, regardless of race; Asian-American and Pacific Islanders; American Indian or Alaskan native.
- 1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" M.B.E. or W.B.E. Firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in §3.5 below.
- 1.8 "Goals" means the targets established in this agreement for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable M.B.E. and W.B.E. participation and minority and women employment. The establishment of specific goals herein as to M.B.E. or W.B.E. participation or minority and women employment is not intended, and shall not be used, to discriminate against any business, contractor, subcontractor, applicant or employee. Failure to meet a goal will alert the Partnership that



further actions may be necessary, but shall not, by itself, establish that Purchaser has failed to use good faith efforts.

- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full-time work force located within the City.
- 1.12 "Person" or "Persons" includes any natural person, corporation, partnership, unincorporated association, or joint venture.
- 1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Planning, for all areas of administration of this Plan with the exception of certification procedures as provided in Section 3.5 hereof. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.14 "Contractor" means any person who has a contract with the Partnership (in which the parties do not stand in the relationship of an employer and an employee), which provides for any portion of the Partnership's obligation under the Agreement to be performed, undertaken or assumed. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.
- 1.15 "Project" or "Development" means all design, construction and development of improvements required by the Agreement with the exception of the following areas of activity or cost:
  - (1) Brokerage
  - (2) Financing
  - (3) Management
  - (4) Syndication
  - (5) Accounting
  - (6) Legal Services
  - (7) Architecture

- 1.16 "Component" means one of the divisions of work described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will be applied.
- 1.17 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture for the Project.
- 1.18 "Construction Component" means, but shall not be limited to, the performance during construction of:
- (1) Earth moving including shoring
  - (2) Demolition
  - (3) Concrete -- reinforced
    - a. Forms and fabrication
    - b. Reinforced steel
    - c. Placement of concrete
    - d. Finish concrete
  - (4) Masonry -- bricklayers, granite
  - (5) Structural steel
  - (6) Metal decking
  - (7) Miscellaneous metals
  - (8) Ornamental metals
  - (9) Carpentry -- rough and finish
  - (10) Moisture protection (roofing, etc.)
  - (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
  - (12) Finish trades (other than tenant improvements)
    - a. Floors

- b. Walls
  - c. Ceilings
  - d. Lath and plaster
  - e. Partitions
  - f. Tile work
  - g. Painting
  - h. Wall coverings
  - i. Carpets
- (13) Vertical transportation
- (14) Mechanical trades
- a. Electrical
  - b. Plumbing
  - c. Fire protection
  - d. HVAC
- (15) Trash hauling and cleanup
- (16) Field administration
- (17) Water service
- (18) Office supplies
- (19) Security
- (20) Janitorial
- (21) Progress photos
- (22) Printing
- (23) Maintenance and mechanics

- (24) Fencing/scaffolding
- (25) Final cleanup
- (26) Equipment rental

Excluded are: energy and utility costs; taxes; permits and fees; city services; traditionally reimbursable expenses; and tenant improvements.

- 1.19 "Post-Construction Component" means all of the activities and obligations of the Partnership for the project which apply for a period of 5 years subsequent to the issuance by the City of Chicago of the Completion Certificate for the Development.

## *2. Administration And Monitoring.*

- 2.1 Partnership's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.
- 2.2 To facilitate and assure that good faith efforts are made, Partnership will assign an Affirmative Action ("A.A.") Officer to assist with the monitoring and implementation of this Plan. Partnership will provide adequate staff and support for its A.A. Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The Partnership's A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Partnership on the Project. The A.A. Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility for the following:
- (a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of the Partnership are consistent with the Plan; and that all technical or procedural phases of compliance are met.
  - (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.

- (c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
  - (d) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic onsite inspections to insure reported numbers on minority and female participation and minority, women and Resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.
  - (e) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of Partnership's Affirmative Action program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communications between the Partnership and relevant organizations as necessary.
  - (f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.
  - (g) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Development, including with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.
- 2.4 The Agency shall designate an Affirmative Action ("A.A.") Coordinator operating under the auspices of the Department of Planning. The A.A. Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Partnership communications and Reports and transmitting Agency responses and other communications.
- 2.5 The Partnership shall require its contractors and subcontractors to furnish to its A.A. Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.
- 2.6 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by the Partnership on a monthly basis during construction and on a quarterly basis during post-construction. The A.A. Coordinator shall forward such reports to the Commissioner of the Department of Planning. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within 30 days after

receipt of the A.A. Reports regarding the results of the review and, if necessary, shall contact the A.A. Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the A.A. Coordinator through the Commissioner of the Department of Planning shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the A.A. Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.

- 2.7 The Partnership, through the A.A. Officer, in cooperation with the Agency, will develop two different Reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms, and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted to the Agency's A.A. Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the pre-construction and construction components.

### *3. Minority And Women Business Enterprises Participation Plan.*

#### 3.1 Introduction.

The following plan and goals are adopted by the Partnership for participation by minority and women business enterprises in the Development. The Partnership shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

#### 3.2 Methods To Ensure M.B.E. And W.B.E. Participation.

- 3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E. and W.B.E. participation, the Partnership will request the assistance of the Agency's A.A. Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. The Partnership will make the M.B.E. and W.B.E. provisions and goals set forth in Sections 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project, including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts let by Partnership, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Partnership on a

monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Partnership has made all good faith efforts, shall include the following:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.
- (b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E.'s. and W.B.E.'s.
- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Partnership's intent to encourage M.B.E. and W.B.E. participation in the project.
- (d) Assisting, other than financially, M.B.E.'s and W.B.E.'s in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.E.'s and W.B.E.'s in submitting bids by offering Partnership's consultation.
- (f) Assisting, other than financially, M.B.E.'s and W.B.E.'s in obtaining certification.
- (g) Requesting the assistance of the Agency's A.A. Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation:

- (a) Chicago Urban League;
- (b) Chicago Economic Development Corporation;
- (c) Chicago United;
- (d) Illinois Department of Commerce and Community Affairs  
Small Business Office;
- (e) Minority Economic Resource Corporation;
- (f) National Association of Women Business Owners;

- (g) Alexander Grant & Company, Minority Business Development Center;
- (h) Association of Asian Construction Enterprises;
- (i) Black Contractors United;
- (j) Hispanic-American Construction Industry Association (H.A.C.I.A.);
- (k) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies;
- (l) National Minority Suppliers Development Council, Incorporated;
- (m) Chicago Regional Purchasing Council.

3.2.3 If the Commissioner of the Department of Planning, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain M.B.E.'s or W.B.E.'s to perform sufficient work to fulfill the commitment stated in 3.3.2 hereof, a waiver of all or a portion of the goals may be granted.

3.3 M.B.E. And W.B.E. Participation Components And Goals.

3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) pre- construction; (2) construction; and (3) post-construction.

3.3.2 The dollar goals for participation by eligible M.B.E.'s and W.B.E.'s in the Pre-Construction and Construction Components shall be 25% M.B.E. and 5% for W.B.E. firms of the aggregate costs for such components, and 30% for Local Businesses.

3.3.3 To the extent practicable, the Partnership shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E., W.B.E., Small Business and Local Business firms.

3.4 Additional Provisions Concerning Calculating M.B.E. And W.B.E. Participation.

3.4.1 In the event that less than 51% of a Joint Venture is owned by a non- M.B.E. or non-W.B.E. partners or owners, the Partnership shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals. For example, a 25% minority-owned joint venture that receives a \$100,000 contract would entitle the Partnership to a \$25,000 credit.

3.4.2 Where an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Partnership shall



receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. Partnership shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. or W.B.E. firm to purchase materials and supplies specific to this project from non-M.B.E. or W.B.E. firms.

3.4.3 Where a firm which is not an M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or Local Business, the Partnership shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Partnership shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to this project from an M.B.E. or W.B.E. firm or Local Business.

3.4.4 The Partnership shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the plan if the Partnership demonstrates to the Agency that there are not sufficient M.B.E.'s or W.B.E.'s reasonably or readily available to fulfill the requirements of this Plan. The reasons for which such determination shall be warranted shall include, without limitation the following:

- (a) Lack of a sufficient supply of Local Businesses and certified, responsible M.B.E.'s or W.B.E.'s (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area ("S.M.S.A.").
- (b) Inability to obtain competitive prices from available Local Businesses, M.B.E.'s and W.B.E.'s in the S.M.S.A., based upon prevailing prices on the open market as determined by Partnership, provided that in all such cases there shall be submitted to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.'s or W.B.E.'s or Local Businesses.
- (c) Failure of available Local Businesses, M.B.E.'s or W.B.E.'s to submit bids with respect to particular aspects of the Project.

3.5 Agency Certification Of Eligibility Of Minority And Women Business Enterprises.

3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of, and certify if appropriate, any firms (identified by the Partnership or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, Contracts and Supplies shall certify each firm's (a)

status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.

- 3.5.2 All requests for certification and additional information required, if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's A.A. Coordinator. Upon request, the Agency shall advise the Partnership whether a proposed or bidding M.B.E. or W.B.E. firm has been previously certified within fourteen (14) days by the City and, with respect to other firms, within twenty-one (21) days that (a) a firm has been certified as any M.B.E. or W.B.E., or (b) that additional information is required in order to complete the certification process. If additional information is required, such shall be furnished by the applying firm within seven days after notification by the Department of Purchasing, and a final determination shall be made relative to certification within sixty days after receipt of such additional information. In all cases, applying firms and the Partnership will receive at least preliminary certification or denial -- upon which the Partnership may rely for the purpose of this Development and Plan -- within 60 days of initial application. If the Partnership has not received this preliminary determination within 60 days, then the proposed M.B.E. or W.B.E. firm shall be presumed to be an eligible firm for the purposes of this Plan. On request of the Partnership and applying firm the time for submission of additional information and Agency determination of eligibility shall be extended, in which case the presumption of eligibility shall not apply.
- 3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Partnership may seek to cure or correct the defect by whatever remedy is necessary. The Partnership's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if (a) the contractor's or subcontractor's status as M.B.E. or W.B.E. was a factor in the award of such contract or subcontract, and (b) the status of the contractor or subcontractor was misrepresented. In such event, the Partnership shall discharge the disqualified M.B.E. or W.B.E. and, if possible identify a qualified M.B.E. or W.B.E. as its replacement.
- 3.5.4 The Partnership's minority and women business enterprise contracts shall require that all M.B.E.'s and W.B.E.'s report within 14 days to the Partnership's A.A. Officer, and justify any changes in the ownership and control of the firm that occur during the duration of that contract. The Partnership shall promptly notify the Purchasing Agent and the A.A. Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.
- 3.5.5 Any disputes arising between Partnership and the City concerning the eligibility of M.B.E.'s or W.B.E.'s shall be resolved in accordance with the Dispute Resolution provisions contained in Section 5. The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

*4. Minority And Women Employment Plan.*

- 4.1 The following plan and goals are adopted by the Partnership for employment of minority and women workers in the Construction Component of the Development. During the construction of the improvements provided for in the Agreement, Partnership shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.
- 4.2 The goals for minority and women employment during the Construction Component shall be 25 percent minority and 5 percent women employees. The employment goals for residents of the City of Chicago shall be 30 percent.
- 4.3 The Partnership may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Planning who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 The Partnership shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.5 The Partnership will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of the Partnership shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Partnership will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in this Development so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 4.7 The Partnership will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Partnership will contact, or will require contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:

- (a) Department of Planning;
- (b) Mayor's Office of Employment and Training;
- (c) Chicago Urban League;
- (d) Chicago Economic Development Corporation.

4.8 The Partnership will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Development, and in all facilities at which employees are assigned to work, and will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of affirmative action policy. The Partnership will use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel employment-related activities to ensure the E.E.O. policy is being implemented.

4.9 The Partnership will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, Partnership will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the contractor shall have a goal of subcontracting twenty-five percent (25%) of the work to M.B.E. enterprises and an additional five percent (5%) of subcontractors to W.B.E. enterprises. The contractor further agrees that upon the Partnership's request, it shall prepare in written form and send to the Partnership, a minority and women head count for its total work and subcontractors employed.
- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.

- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Partnership as often as may be required by the Partnership its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.
- (f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Partnership as often as may be required by the Partnership. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.
- (g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Partnership as often as may be required by the Partnership.
- (h) The Contractor agrees to make and submit to the Partnership manpower utilization reports including the hours worked on the Project by minority and women employees and by City residents as often as may be required by Partnership.
- (i) Meetings of Partnership's and Contractor's supervisory and personnel office employees will be conducted as required by Partnership, at which time affirmative action policy and its implementation will be reviewed and explained.
- (j) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (k) During the contract period, the Contractor will maintain and make available to the Partnership documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, and actual dollar amount of contract award.

- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Partnership as often as may be required by the Partnership.
- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work:
  - (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments made in this contract and shall deliver copies of such notices of Partnership.
  - (2) Prior to the beginning of the work, the Contractor will notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

#### *5. Dispute Resolution.*

- 5.1 If at any time during the existence of this Plan the Agency believes that the Partnership is substantially failing to comply with the terms of this Plan, the Agency's A.A. Coordinator shall provide a written report to the Partnership's A.A. officer explicitly invoking this section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 5.2 If the Partnership disagrees with the Agency's evaluation, the A.A. Coordinator and A.A. officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Planning and the Partnership shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Partnership have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the Notice of the City invoking this section, the matter shall be submitted to binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the

Project is required by the Plan. The sole issues which may be presented and decided in arbitration are whether such proposed steps are required to comply with the Plan and issues concerning the financial capability of M.B.E.'s and W.B.E.'s as described in Section 3.5.5. The Arbitrators shall only have the authority to direct the Purchasers to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning Section 17 of the Agreement and the implementation of this Plan, in lieu of any other remedies. The arbitration shall be conducted in accordance with the Federal Rules of Evidence.

- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Partnership, one by the Agency and the third selected by agreement of the first two arbitrators. The Partnership and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained herein, it is understood that the arbitrators shall have no authority to award damages.

#### *6. Resident Employment And Post-Construction Provisions.*

##### 6.1 General Provisions.

- 6.1.1 For the first five years following the issuance by the City of Chicago of of a Competition Certificate for the Project, the Partnership shall make good faith efforts, in accordance with the provisions of this Part 6, to achieve certain affirmative action goals in the following areas:
- (a) With regard to the direct employees of the Partnership, the employment of City resident workers in the post-construction component of the Project; and
  - (b) Participation of M.B.E.'s and W.B.E.'s and of minority and women employees in the post-construction operations of the Partnership with respect to the Project.

- 6.1.2 The Partnership's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Parts 2--4, as relevant to the respective M./W.B.E. or employment activities described in Part 6.
- 6.2 Employment Of City Residents In The Post-Construction Component.
- 6.2.1 With regard to direct employees of the Partnership, the Partnership will make good faith efforts, consistent with those described in Part 4, to achieve an employment goal of 30% for City resident workers in the post-construction component of the Project.
- 6.2.2 The Partnership will seek to incorporate into the reports described in Section 2.7 information on its efforts and results with respect to resident employment. In any event, Partnership will report at least quarterly to the Agency the level of resident employment achieved.
- 6.3 M.B.E. And W.B.E. Participation And Minority And Female Employment During Post-Construction Operations.
- 6.3.1 During post-construction operations, the Partnership will make good faith efforts, consistent with those described in Parts 3 and 4, to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.
- 6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operation of this development). The goals shall apply to such direct employees whether they are employed by the Partnership, a property management firm affiliated with the Partnership or a contractor.
- 6.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).
- 6.3.4 With respect to any overlap in the activities identified in Sections 6.3.2 and 6.3.3, either employment or M.B.E./W.B.E. goals shall be applicable at the election of the developer.
- 6.3.5 The employment goals for minority employees for these Post- Construction Component of the project shall be 25% Black, 16% Hispanic and 5% Women.
- 6.3.6 The M.B.E./W.B.E. goals for the Post-Construction Component shall be 25% for M.B.E. firms, 5% for W.B.E. firms and 30% for local businesses.
- 6.3.7 The Partnership is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts



by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.

- 6.3.8 The Partnership will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

*No Third Party Benefit.*

- 7.1 This Plan shall be construed as an agreement between the Partnership and the City and no third-party shall be entitled to enforce any of the provisions hereof.
- 7.2 The Partnership and the City of Chicago agree that actions for the enforcement of this Plan pursuant to Section 5 hereof may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party and no party shall be construed as or have the rights of a third-party beneficiary under this Plan.

[Signature forms omitted for printing purposes.]

*Exhibit "C".*

*Agreement To Provide Assistance  
To Neighborhood Development.*

This Agreement to provide assistance to Neighborhood Development ("Agreement") by and between the City of Chicago, an Illinois municipal corporation ("City") and Miller-Klutznick-Davis-Gray Co., a Colorado general partnership ("Developer").

*Recitals:*

Whereas, the City and Developer shall enter into that certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement, Miller-Klutznick-Davis-Gray Co." ("Redevelopment Agreement"), to which the Agreement is appended; and

Whereas, the Redevelopment Agreement provides in part that Developer shall use its best efforts to construct one first class office tower and additional improvements on Block 35 of the North Loop; and

Whereas, Developer has located its project within the City as a sign of its commitment to the continued economic revitalization of the City; and

Whereas Developer acknowledges the importance of improving the quality of life in City neighborhoods; and

Whereas, the parties agree that they shall cooperate with neighborhood development activities by providing advice and assistance, when necessary;

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Incorporation Of Recitals.

The recitations set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Definitions.

All terms used herein as defined terms shall have the meaning ascribed to them in the Redevelopment Agreement, unless otherwise defined herein to the contrary.

3. Amount Of Assistance.

Developer shall commit to two hundred (200) hours of technical assistance toward neighborhood economic development efforts, which hours must be utilized within five (5) years of approval of the Planned Development referred to in the Redevelopment Agreement. Developer shall not be required to devote more than twenty (20) hours in any particular month in fulfilling its obligations under the Agreement. If Developer provides more service than is required in any particular month, such service shall be credited against Developer's time allocation set forth in this paragraph.

4. Selection Of Neighborhood Groups.

The City of Chicago shall select those neighborhood groups ("Groups") to receive assistance under the Agreement. Developer, however, shall have the opportunity to suggest suitable neighborhood groups for designation as a Group to receive assistance under the Agreement.

#### 5. Provision Of Assistance.

Developer shall provide assistance to Groups under the terms of the Agreement pursuant to written request from the City. The services provided by Developer hereunder, notwithstanding any provision contained herein to the contrary, shall be limited to the following:

- a) Attendance at reasonable times and upon reasonable notice at meetings with City officials and Groups, and attendance at meetings between the Groups and prospective market and media representatives, sellers, brokers and lenders, subject to resolution of scheduling conflicts with other parties; and
- b) Review and comment within a reasonable time on communication projects, acquisitions, financing, development, zoning, management and operation plans and budgets for the Groups.

Any request by the City for technical assistance services from Developer must be accompanied by reasonable, supporting information detailing the nature of the technical assistance required, the name, financial status, credit worthiness and experience of the Group requiring technical assistance and an estimate of the time required for such assistance.

Developer shall not be required to provide technical assistance unless the Group releases Developer from any liability and waives all claims against Developer or its designees, by a written release and waiver reasonably satisfactory to Developer. No financial assistance or other liability shall be incurred by Developer, excepting, however, the salaries and benefits of Developer's employees and transportation and expenses which are customarily reimbursed by Developer for its employees.

#### 6. Evidence Of Assistance.

Developer shall evidence compliance with the time requirements set forth in the Agreement by any of the following means: (a) certification, in the form of an affidavit, as to time served; (b) certification from a Group as to the time served; or (c) any other means reasonably evidencing such participation.

The City, upon written request from Developer, shall deliver a certificate to Developer addressed to Developer, any mortgagee or prospective lender, certifying that: (a) Developer is not in default pursuant to the provisions of the Agreement; (b) the number of hours remaining to be served; (c) the number of hours completed; and (d) such other information pertaining to Developer's obligations pursuant to the Agreement as Developer shall reasonably request. Said certificate shall be delivered by the City within ten (10) days from which the City receives the request for said certificate from Developer.

7. No Liability.

It is agreed that Developer, its mortgagees, partners, agents, employees, shareholders, directors, officers and principals and their respective successors and assigns shall not be personally responsible or liable for providing the technical assistance referred to in the Agreement. Developer, at its sole discretion, may designate members of its staff or other people whom they retain who are experienced in providing such technical assistance.

If, for good cause shown to the City, Developer may decline to serve as a consultant to a Group designated by the City. Such decision to not provide assistance to a particular Group shall in no manner affect or diminish the obligations of Developer under the Agreement.

Nothing contained herein shall be deemed to obligate the Developer to pay any out-of-pocket expenses or to incur any liability in connection with the performance of its obligations under the Agreement, excepting, however, the salaries, benefits of its employees and transportation and other expenses customarily reimbursed by Developer for its employees.

8. No Disclosure.

Nothing contained herein shall authorize the City to provide to any Group or require Developer to divulge any personal or financial information regarding Developer without the prior written consent of Developer. Should any principal or other designee of Developer become deceased or disabled, Developer, in its sole discretion, may designate a reasonably satisfactory substitute party to provide the technical assistance services required pursuant to the Agreement.

9. No Third Party Beneficiary.

The Agreement shall be solely construed as an agreement of the City and of Developer, and no other person or organization shall be entitled to enforce any of the provisions hereof or have any rights hereunder. Actions for the enforcement of the Agreement may be brought only by the City against Developer and no person or organization shall be construed as or have the rights of a third party beneficiary under the Agreement. Nothing contained in the Agreement shall prohibit or delay issuance of a Certificate (as such term is defined in the Redevelopment Agreement) by the City. The obligations hereof shall survive the issuance of a Certificate and be binding upon Developer. The obligations hereof shall not be binding upon any mortgagee or affiliate thereof of Developer.

10. Reasonableness.

The City shall act reasonably in administering the terms of the Agreement.

#### 11. Arbitration.

The dispute resolution provisions of the Affirmative Action Plan entered into between the City and Developer on February 8, 1989, attached as Exhibit B to the Redevelopment Agreement, shall be applicable hereto as the sole mechanism for dispute resolution as though fully set forth herein except that Developer may designate another person to serve in place of the AA Officer of Developer with respect to dispute resolutions hereunder. No damages or injunctive relief may be awarded but the City shall be entitled to judicial enforcement of the remedy afforded under the dispute resolution mechanism.

In no event or circumstance shall Developer, its partners or any of their respective officers, directors, shareholders, agents or employees or any of their successors and assigns be personally liable by reason of a breach of the Agreement, and all recourse of the City shall be against the Property of Developer and not Developer and its partners, officers, directors, agents or employees or any of their successors and assigns personally.

#### 12. No Guarantee.

The Agreement shall not be deemed as an agreement by the parties to ensure or bear any responsibility for the success or failure of any Group's activities.

#### 13. Headings.

The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

#### 14. Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

#### 15. Successors And Assigns.

The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assignees (except, however, the terms of the Agreement shall not be binding upon any mortgagee or affiliate thereof of Developer).

## 16. Severability.

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

In Witness Whereof, the parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

[Signature forms omitted for printing purposes.]

*Exhibit "D".*

*First Source Agreement*

*Block 35, North Loop Redevelopment Project*

*Miller-Klutznick-Davis-Gray Company.*

This Agreement ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, an Illinois municipal corporation ("City"), and Miller-Klutznick-Davis-Gray Company, a Colorado partnership ("Developer").

*Recitals:*

Whereas, the City deems it in the public interest and beneficial to the citizens of the City to preserve and promote employment opportunities for the residents of the City; and

Whereas, Developer intends to construct one first class office tower and additional improvements ("Project") on that certain property ("Property") in which Developer has an interest and legally described on Exhibit "A" attached hereto; and

Whereas, the property is located within the North Loop Redevelopment District Block 35 generally bounded by Clark Street, Lake Street, Dearborn Street and Randolph Street; and

Whereas, Developer acknowledges the policy of the City to encourage and maintain its commercial base as a means of providing employment for the citizens of the City; and

Whereas, Developer intends to provide in connection with the Project employment opportunities for approximately 10% permanent jobs for the residents of the City who are referred to the Developer by the City; and

Whereas, Developer desires to engage the services of the Mayor's Office of Employment and Training, Chicago First Office ("M.E.T.") to assist the property manager and retail tenants of the Project with the recruitment and referral of applicants for employment positions at the Project.

Now, Therefore, for and in consideration of the mutual promises contained herein and in consideration for entering into other agreements between the City and Developer, the parties hereto agree as follows:

- A. For purposes of the Agreement, "covered entities" shall mean: (i) the management company responsible for the maintenance and security of the office tower constituting the Project; (ii) any retail tenant occupying space at the Project in excess of 10,000 square feet ("anchor tenant"); and (iii) any premises operated and leased by national, regional or local retail chains.
- B. All lease agreements between the Developer and any covered entity may include a requirement that said entity shall use M.E.T. as the "first source" for recruitment, referral and employment for employment positions upon the terms and conditions specified herein. Additionally, Developer shall encourage other entities leasing space at the Project other than covered entities ("non-covered entities") to use the services of M.E.T. as a source for recruitment and referral in the hiring of employees.
- C. During the first thirty (30) days of the hiring program of any covered entity; M.E.T. may be the exclusive source of referrals for entry-level, non-union employees for positions requiring no prior training or experience. Entry level positions may include all job categories including property management which requires the minimum amount of training or experience in order to qualify for such position. Throughout the remainder of the term of the Agreement, covered entities should notify M.E.T. of position openings for recruitment and referral services (in addition to any other resources that are available).
- D. Developer should notify M.E.T. upon the execution of all retail leases. At least thirty (30) days prior to the anticipated opening date of business operations, covered entities should notify M.E.T. of the need for new employees by completing a "Job Order Form" provided by M.E.T. M.E.T. should refer eligible job applicants to covered entities in response to the notification of need. M.E.T. may screen applicants according to the qualification profile agreed upon with each covered entity and should refer only qualified applicants who meet the qualification profile. M.E.T. shall make all referrals to covered entities or notify them that no referrals can be made, no later than fifteen (15) days prior to the anticipated hiring date established by the covered entities. In the event M.E.T. cannot refer the

total number of qualified personnel requested by the covered entities, said entities may be free to directly fill remaining positions for which no qualified applicants have been referred. Covered entities shall make a good faith effort to provide information to M.E.T. for preparation of quarterly reports.

- E. Covered entities may make all decisions on hiring employees, including applicants referred by M.E.T. However, covered entities should make a diligent and good faith effort to hire from referrals made by M.E.T. and shall not discriminate on the basis of race, color, religion, sex, national origin or ancestry, age or handicap.
- F. The Agreement shall apply to every covered entity for a period of two (2) years from the date of initial occupancy of leased space at the Project by said entity; provided, however, that for a period of ten (10) years from the date of the initial occupancy of the anchor tenant at the Project, Developer may include the first source requirements anticipated by the Agreement in the initial lease of all retail tenants.
- G. If the Agreement conflicts with any labor law or other governmental regulation, such law or regulation shall prevail.

[Signature forms omitted for printing purposes.]

*Exhibit "E".*

*Permitted Exceptions.*

1. Agreement made by Henry W. Klingsbury with German Opera House Company of Chicago dated January 25, 1894 and recorded April 4, 1894 as Document 2018254 for a party wall between Lots 6 and 7 in Block 35 aforesaid.
2. Right to cut channels or chases at intervals in the west side of the party wall located on the west side of land, which party wall is between Lots 6 and 7 in Block 35, for the purpose of erecting on the premises west and adjoining, structural steel as a part of the steel framework of a bus terminal building thereon, as granted by agreement dated November 10, 1950 and recorded February 29, 1952 as Document 15284512 between Chicago Greyhound Terminal, Incorporated, a corporation of Illinois and Balaban and Katz Corporation, a corporation of Delaware and the covenants and conditions contained therein.
3. Lease made by Marbro Corporation to Garrick Garage Corporation dated April 27, 1960 and recorded July 1, 1960 as Document 17897105 demising the land for the term of years beginning on the possession date as defined therein and ending December 31, 2011 and all rights thereunder of and all acts done or suffered



thereunder by said Lessee or by any party, claiming by, through or under said Lessee.

4. Covenants and restrictions relating to the Lease noted above and recorded as Document 17897105, contained in Agreement between Marbro Corporation, a corporation of Illinois and Dovenmuehle, Incorporated, a corporation of Illinois, said agreement being dated September 25, 1961 and recorded October 13, 1961 as Document 18301529.
5. Unrecorded Lease dated January 30, 1962 between Garrick Garage Corporation, Lessor and V.M. Restaurant, Incorporated, a corporation of Illinois, Lessee for a term of years commencing September 7, 1962.
6. Rights of the public or quasi-public utilities, if any, in the land.
7. Mortgage dated November 23, 1985 and recorded October 7, 1986 as Document 86461517 made by Plitt North Partners to Plitt Theatres, Incorporated, a Delaware corporation to secure a Note for \$10,500,000.00.  
  
Assignment to Synacq, Incorporated recorded October 27, 1987 as Document 87580209.  
  
Assignment to Plitt Entertainment Group, Incorporated recorded October 27, 1987 as Document 87580210.
8. Encroachment, as set forth on survey by Chicago Guarantee dated August 5, 1987 as Order No. 8707024, of the building located mainly on the land over onto Couch Place North and adjoining by about .05 of a foot at northeast corner.
9. Encroachments, as set forth on survey by Chicago Guarantee dated August 5, 1987 as Order No. 8707024, over the south line of the land being described as follows:  
  
(A) 2 overhead signs encroach over sidewalk of Randolph Street; (B) ornamental concrete panel on front of building encroaches onto Randolph Street by .22 of a foot.
10. Terms, powers, provisions and limitations of the Trust under which Title to said land is held.
11. Party wall rights, if any, on the west line of the land.
12. Lease made by Essaness Theatres Corporation of Illinois to Jack's Old Fashioned Deli, Incorporated, a Corporation of Illinois, dated May 27, 1982 and recorded July 28, 1982 as Document 26304622 demising the land for a term of years beginning May 27, 1982 and ending May 31, 1987 with an option to renew said Lease for a term of 5 years and all rights thereunder of, and all acts done or suffered

thereunder by said Lessee or by any party claiming by, through or under said Lessee.

13. Memorandum of Lease recorded July 24, 1986 as Document 86314026 made by Essaness Theatres Corporation, a corporation of Delaware, as Lessor to Essaness Theatres Corporation of Illinois, a corporation of Illinois, as Lessee, demising the land for a term of years beginning May 9, 1986 and terminating on May 8, 1996, and of all persons claiming by, through or under said Lessee.
14. Lease dated December 27, 1977 between Woods Amusement Corporation as Lessor and Arthur Ira Brown, William Goldstein, and Michael Scheid as Lessees (operated as Western Nite Club) as disclosed in assignment of leases and rents recorded as Document 24702736.
15. Encroachments, as disclosed by survey made by National Survey Service, Incorporated, No. N-111952, dated June 11, 1987, as follows:
  - (A) The balconies on the east side of the building located on the land over the east line;
  - (B) The signs on the east side of the building located on the land over the east line;
  - (C) The marquee on the south side of the building on the land over the south line;
  - (D) The concrete at the southeast corner of the building on the land, by 1 foot  $\frac{3}{8}$  inches east and 1- $\frac{1}{2}$  inches along the east line;
  - (E) The cornice at the 2nd floor of the building on the land by 10- $\frac{3}{8}$  inches south and 11- $\frac{1}{4}$  inches east along the south and east lines;
  - (F) The cornice at the roof of the building on the land by 8- $\frac{1}{8}$  inches east along the east line;
  - (G) The cornice at the east line of the building on the land by 2- $\frac{1}{4}$  feet east;
  - (H) The marble canopy on the east line of the building on the land by 4- $\frac{1}{2}$  feet east and by 1 foot 4- $\frac{5}{8}$  inches east and 1 foot 11- $\frac{3}{8}$  inches east; and
  - (I) The corner of the brick at the roof of the building on the land by 1 inch east.
16. Encroachment of the 6 level concrete and brick parking garage located on the property west and adjoining, over and onto the land as disclosed by survey made by National Survey Service, Incorporated, No. 111952, dated June 11, 1987, as follows:

- (A) The corner of the brick at the roof by 1 inch east;
  - (B) The cornice at the roof by 1-3/4 inches east; and
  - (C) The cornice at the 2nd floor by 3/8 inches east.
17. Security interest and Essaness Theatre Corporation, Secured Party, in certain described chattels on the land, as disclosed by financing statement executed by LaSalle National Bank, as Trustee, Under Trust Number 112412, Debtor, and filed September 17, 1987 as Document 87U23978.
- Assigned to the First National Bank of Chicago by instrument filed January 19, 1988 as Number 88U01315.
18. Security interest of Essaness Theatre Corporation, Secured Party, in certain described chattels on the land, as disclosed by financing statement executed by Miller-Klutznick-Davis-Gray Company, Debtor, and filed September 17, 1987 as No. 87U23979.
- Assigned to the First National Bank of Chicago by instrument filed January 27, 1988 as Number 88U01316.
19. Memorandum of Option Agreement dated October 9, 1987 and recorded December 31, 1987 as Document 87684146 made by and among Miller- Klutznick-Davis-Gray Company, a Colorado general partnership, LaSalle National Bank, as Trustee, Under Trust Agreement dated June 15, 1987 and known as Trust Number 112412, Chicago Title and Trust Company, as Trustee, Under Trust Agreement dated September 16, 1987 and known as Trust Number 1090239 and Plitt North Partners, a California limited partnership, granting Plitt North Partners an option to purchase the land.
20. Right and option of Plitt North Partners to purchase the land contained in the Memorandum of Option Agreement recorded as Document 87684146 and referred to in Item No. 19 above.
21. Mortgage dated September 11, 1987 and recorded September 11, 1987 as Document 87499195 made by LaSalle National Bank, as Trustee Under Trust Agreement dated June 15, 1987 and known as Trust Number 112412 to Essaness Theatres Corporation to secure a note for \$6,355,828.50 and assigned to the First National Bank of Chicago, a national banking association, its successors and assigns, by instrument dated January 15, 1988 and recorded January 15, 1988 as Document Number 88023099, amended by agreement modifying Promissory Note and Mortgage, Personal Property Security Agreement and Assignment of Leases and Rental dated January 14, 1988 and recorded January 15, 1988 as Document Number 88023100.

*Exhibit "F".*

\$1,250,000.

Promissory Note

February \_\_\_\_\_, 1989

For Value Received, the undersigned, Miller-Klutznick-Davis-Gray Company, a Colorado general partnership ("Maker"), promises to pay to the order of the City of Chicago, an Illinois municipal corporation ("Holder"), the principal sum of One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00) ("Principal") payable in accordance with the following terms:

1. The Maker shall deposit any sums due and payable in accordance with the Note in a trust escrow account ("Escrow") maintained by an institutional escrowee mutually acceptable to the Maker and the Holder. The Maker shall acknowledge to the City any deposit in the Escrow made by the Maker by delivering written notice by certified or registered mail to the Commissioner (as such term is defined in the Agreement, to which this Note is appended. The terms and definitions of the Agreement are incorporated herein).
2. The Maker shall deposit in the Escrow an initial amount of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) not more than ten (10) days after the issuance by the Holder of the Certificate.
3. The Maker shall be further obligated to make four (4) successive deposits of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) to be deposited in the Escrow on the anniversary of the date described in paragraph 2 above.
4. Any sums due and payable by the Maker in accordance with the terms of this Note shall be payable in lawful money of the United States of America.

This Note is given by the Maker to the Holder pursuant to the terms of the Agreement.

It is hereby expressly understood and agreed that if the Maker defaults in the payment of any of the above required installments of Principal and any portion thereof shall remain due and unpaid for a period of thirty (30) days after the same shall become due and payable in accordance with the terms of this Note, the Principal or any balance that may appear to be unpaid thereon, together with all arrearages thereon, at the option of the Holder, shall become immediately due and payable to the Holder, without notice to the Maker, and shall be collectable immediately or at any time after such default. Anything to the contrary notwithstanding, after maturity of any payment of Principal under this Note, interest on said payment hereof shall accrue at the rate of fifteen percent (15%) per annum.

Except in instances of fraud or intentional material misrepresentation, the liability of Maker is limited solely to the Site. Except for fraud or intentional material misrepresentation made by any partner of Maker, no partner shall be personally liable for any claim arising out of or related to the Note, the Agreement or any transactions contemplated by the Agreement. The City further agrees that a deficit capital account of any partner of Maker or the obligation of any partner of Maker to contribute capital to Maker shall not be deemed an asset or property of Maker.

This Note shall be construed in accordance with the laws of the State of Illinois.

[Signature forms omitted for printing purposes.]

*Exhibit "G".*

*Minimum Assessed Values.*

Tax Year	Minimum Assessed Value
1989	\$ 1,156,557.00
1990	1,156,557.00
1991	1,156,557.00
1992	2,463,079.00
1993	5,919,601.00
1994	10,452,324.00
1995	16,148,841.00
1996	18,481,452.00

Note 1. In the event Developer is unable to complete construction and commence occupancy by 1992 of the Project, the minimum taxes as established for the years 1989 through 1996 inclusive which reflect a vacant land status for the applicable portion of the Site shall be substituted as the assessed valuations for each year or portion of year for which the Project remains uncompleted. In such instance, the applicability of the real estate taxes established for 1992 and ensuing years shall be set forward by a period of time equal to that period of time by which the completion of the Project occurred after January 1, 1992.

Note 2. In the event Developer is unable to achieve leasing percentages equal to the assumed assessment levels, the applicability of the real estate taxes established for 1992 and ensuing years shall be adjusted to reflect the actual percentage amount of tenants in occupancy.

*Exhibit "H".*

*Minimum Real Estate Taxes.*

Tax Year	Minimum Real Estate Taxes
1989	\$ 211,336.00
1990	211,336.00
1991	211,336.00
1992	471,352.00
1993	1,132,816.00
1994	2,000,230.00
1995	3,090,355.00
1996	3,536,740.00

Note 1. In the event Developer is unable to complete construction and commence occupancy by 1992 of the Project, the minimum taxes as established for the years 1989 through 1996 inclusive which reflect a vacant land status for the applicable portion of the Site shall be substituted as the assessed valuations for each year or portion of year for which the Project remains uncompleted. In such instance, the applicability of the real estate taxes established for 1992 and ensuing years shall be set forward by a period of time equal to that period of time by which the completion of the Project occurred after January 1, 1992.

Note 2. In the event Developer is unable to achieve leasing percentages equal to the assumed assessment levels, the applicability of the real estate taxes established for 1992 and ensuing years shall be adjusted to reflect the actual percentage amount of tenants in occupancy.

*Exhibit "T".*

*Approved Project Drawings.*

1. Phase I -- Ground Floor Plan, prepared by Lohan Associates ("Lohan") dated December 9, 1988.
2. Parking/Dock Level Plan (Basement), prepared by Lohan, dated December 9, 1988.
3. Phase II -- Ground Floor Plan, prepared by Lohan, dated December 9, 1988.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 7, SECTION 7-7  
BY INCREASING CHARGES FOR RETURNED UNPAID  
CHECKS PAYABLE TO CITY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending Municipal Code Chapter 7, Section 7-7 by increasing the fees charged for returned unpaid checks payable to the City.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Soliz, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Hansen, Shiller -- 30.

*Nays* -- Aldermen Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Figueroa, Pucinski, Eisendrath, Levar, Osterman, Orr, Stone -- 13.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 7, Section 7-7 of the Municipal Code of Chicago, as amended July 15, 1987, and published at pages 1978 -- 1979 of the Journal of Proceedings of the City Council of said date, is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

7-7. License fees, inspection fees, compensation for franchises and other payments of money to the City not otherwise specifically provided for shall be paid directly to the City Comptroller, and such payments shall be transmitted daily by the City Comptroller to the City Treasurer. The City Comptroller shall establish, maintain and preserve statistical records of revenue, tax, license or permit measures and shall report to the Mayor from time to time, or as often as the Mayor deems necessary.

A fee of [\$25.00] \$34 shall be imposed on any person, corporation, trustee, court appointed representative, association or partnership who tenders a check or draft as payment of any tax, license fee, inspection fee, franchise fee or other payment to the City, [and] if the check or draft is returned unpaid for any reason. This fee shall be paid within 30 days after notice of return of the check or draft, and shall be in addition to any other fee or penalty imposed for late payment of the tax or fee involved.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

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EXECUTION OF AGREEMENTS WITH CHICAGO NATIONAL LEAGUE  
BASEBALL CLUB, CHICAGO TRANSIT AUTHORITY, DE VRY  
INSTITUTE OF TECHNOLOGY AND CHICAGO BOARD  
OF EDUCATION FOR OPERATION OF REMOTE  
PARKING AND TRANSIT SYSTEM  
FOR WRIGLEY FIELD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreements with the Chicago National League Baseball Club, the Chicago Transit Authority, the DeVry Institute of Technology and the Chicago Board of Education for the operation of a remote parking and bus transit system for certain night and weekend baseball games to be played at Wrigley Field.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.



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

The following is said ordinance as passed:

WHEREAS, On February 25, 1988, the City passed an ordinance authorizing a limited number of night baseball games at Wrigley Field; and

WHEREAS, On July 27, 1988, the City passed three ordinances authorizing the Mayor to execute agreements with the Chicago Transit Authority, the DeVry Institute of Technology and the Board of Education of the City of Chicago in order to create a system of remote parking lots and bus transportation for night and weekend baseball games at Wrigley Field and thereby reduce the deleterious effects of such games on the neighborhood surrounding Wrigley Field; and

WHEREAS, During the 1988 baseball season the Chicago Cubs paid the City \$1,000.00 per game to operate the system; and

WHEREAS, The system operated successfully during the 1988 baseball season and should be extended for the 1989 baseball season; now, therefore,

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

SECTION 1. The Acting Commissioner of the Department of Public Works is authorized to execute on behalf of the City of Chicago an agreement between the City of Chicago and the Chicago Transit Authority regarding the use and operation of the Wrigley Field Express bus route. The agreement shall be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Acting Commissioner of the Department of Public Works is authorized to execute on behalf of the City of Chicago, an agreement between the City of Chicago and the Keller Graduate School of Management, Incorporated, doing business as the DeVry Institute of Technology, regarding the use of DeVry's parking lots during certain Chicago Cubs baseball games. The agreement shall be substantially in the form attached hereto as Exhibit B.

SECTION 3. The Acting Commissioner of the Department of Public Works is authorized to execute on behalf of the City of Chicago, an agreement between the City of Chicago and the Board of Education of the City of Chicago regarding the use of the parking lot at Lane Technical High School during certain Chicago Cubs baseball games. The agreement shall be substantially in the form attached hereto as Exhibit C.

SECTION 4. The Acting Commissioner of the Department of Public Works is further authorized to execute on behalf of the City of Chicago an agreement between the City of Chicago and the Chicago National League Ball Club, Incorporated, (the "Cubs") under which the Cubs will pay the City \$1,000.00 per game to defray the City's costs of operating the system of remote parking lots and bus transportation set forth in the agreements authorized by the preceding sections of this ordinance.

SECTION 5. The agreements authorized to be executed pursuant to this ordinance shall be subject to the approval of the Corporation Counsel as to form and legality.

SECTION 6. This ordinance shall be effective upon its passage.

Exhibits A, B and C attached to this ordinance read as follows:

*Exhibit "A".*

*Wrigley Field Express Subsidy Agreement.*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1989 by and between the Chicago Transit Authority ("C.T.A."), an Illinois municipal corporation and the City of Chicago ("City"), an Illinois municipal corporation.

Whereas, the City, pursuant to its Home Rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning Implementation Of Night Baseball At Wrigley Field And Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, the Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors who surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to parking of cars during baseball games at Wrigley Field; and

Whereas, the Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, the Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, the City and the C.T.A. have determined that the initiation of an express route by the C.T.A. is best suited to provide bus service which would include service to the Remote Parking System; and

Whereas, on July 6, 1988, the C.T.A. Board passed Ordinance No. 88-108 establishing bus Route No. 152A, the "Wrigley Field Express"; and

Whereas, the C.T.A. would not be able to provide service along the Wrigley Field Express route without the payment of a subsidy such as that required by this Agreement; and

Whereas, the City and C.T.A. agree that it is in their mutual best interests to arrange for persons taking advantage of the City's Remote Parking System to have convenient and guaranteed access to the newly established Wrigley Field Express route.

Now, Therefore, in consideration of the premises and the mutual obligations contained in this Agreement, the C.T.A. and the City agree as follows:

#### Section 1. Service.

During the 1989 baseball season, for each game played on a weekday evening (Monday through Friday with a scheduled starting time later than 3:35 P.M.), at any time on the Memorial Day, Independence Day or Labor Day holidays, or a Saturday or Sunday, starting two hours before game time and ending one hour after the completion or suspension of a regular season, exhibition, playoff, league championship series, World Series or All-Star ball game played by the Chicago National League Ball Club, Inc. ("Cubs") or another major league baseball team, at Wrigley Field, the C.T.A. shall provide bus service on Route No. 152A, the Wrigley Field Express.

The C.T.A. shall not substantially alter the route or increase or reduce the number of stops on or along the Wrigley Field Express route without written notice to the Bureau of Traffic Engineering and Operations of the City, such notice to be served not less than 30 days prior to such alteration.

#### Section 2. Tickets.

On the Wrigley Field Express route, the C.T.A. shall accept, in lieu of a fare, pass, token or transfer, tickets issued by the City for passage between either the Western Avenue-Roscoe Street stop or the 3400 North Rockwell Avenue stop, and the Clark-Addison stop. Prior to the commencement of service pursuant to this Agreement, the City shall forward to the C.T.A. facsimiles of the tickets to be issued by the City.

The C.T.A. and the City both acknowledge that passage on Route No. 152A is to be made available to all persons who pay the ordinary C.T.A. fare or present a valid C.T.A. pass or transfer, and that passage shall not be limited to persons bearing the tickets issued by the City.

#### Section 3. Buses And Personnel.

C.T.A. shall provide sufficient buses and personnel to provide passage in a timely manner pursuant to the C.T.A.'s normal and customary policies and procedures to all persons holding tickets issued by the City. The C.T.A. acknowledges that the persons holding tickets issued by the City will be attending the Cubs game. Accordingly, the C.T.A. shall provide a sufficient number of buses and personnel to assure that such persons

arrive by game time or as soon thereafter as possible, and depart Wrigley Field immediately following the Cubs game or as soon thereafter as possible. In assigning and providing buses as required in this section, the C.T.A. shall take reasonable action to minimize the subsidy paid by the City pursuant to Section 4 of this Agreement.

#### Section 4. Subsidy.

The City shall pay the C.T.A. the following subsidy for each day of requested service on the Wrigley Field Express route:

\$405.67 for requested service per day for field supervision and directly related administration

-plus-

-plus-

Per Standard Bus

Per Articulated Bus

\$22.49 per bus per hour

\$22.49 per bus per hour

-plus-

-plus-

\$ .58 per vehicle mile

\$ .70 per vehicle mile

Subsidy charges shall begin to accrue for each bus when it leaves its assigned garage or other assigned route for service along the Wrigley Field Express route, and shall cease to accrue immediately upon its return to the garage or reassignment to another route.

The City shall pay the subsidy to the C.T.A. upon receipt by the City's Bureau of Traffic Engineering and Operations of a quarterly statement by C.T.A. indicating by date of service the number of standard buses providing service and the number of articulated buses providing service on the Wrigley Field Express route, the times during which each bus provided service, the number of passengers bearing tickets issued by the City who were carried by each bus before and after each Cubs game, and the number of miles travelled by each bus providing service on the Wrigley Field Express Route.

The C.T.A. agrees that it shall not be entitled to set off any amount of unpaid subsidy against any debt or payment owed to the City, but instead the C.T.A. shall look for payment only under this Agreement.

#### Section 5. No Amendments, Assignments Or Independent Contractors.

The C.T.A. and the City agree that this Agreement shall not be amended, modified or assigned in any way nor shall any independent contractor be used to perform the obligations of this Agreement, except by the express written consent of both the C.T.A. and the City.

#### Section 6. Notice.

Any notice, demand or request given or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand or by regular mail to the C.T.A., Attention: Superintendent, Service Planning, Room 700, Merchandise Mart Plaza or P.O. Box 3555, Chicago, Illinois 60654, or to the City at the Bureau of Traffic Engineering and Operations, 320 North Clark Street, Room 402, Chicago, Illinois 60610. Either party may change such address pursuant to written notice delivered at least 14 days prior to the effective date of such change.

#### Section 7. Indemnification.

To the extent permitted by law, the C.T.A. agrees to indemnify the City, its agents and employees, and hold them harmless from and against all claims, demands, losses, causes of action, damages, liability, costs and expenses (including court costs and reasonable attorney fees) arising from or in connection with the C.T.A.'s performance of or failure to perform its obligations under this Agreement.

#### Section 8. Severability.

If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

#### Section 9. Miscellaneous.

This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Commissioner of the Department of Public Works, and the C.T.A. has caused this Agreement to be duly executed in its name and behalf by its Chairman and its seal to be hereunto affixed and attested by its Secretary.

[Signature forms omitted for printing purposes.]

*Exhibit "B".**DeVry Tech Parking Agreement.*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the Keller Graduate School of Management, Inc., a Delaware corporation, doing business as DeVry Institute of Technology ("DeVry"), and the City of Chicago ("the City"), an Illinois municipal corporation.

Whereas, the City, pursuant to its Home Rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning Implementation Of Night Baseball At Wrigley Field And Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, the Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors which surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to the parking of cars during baseball games at Wrigley Field; and

Whereas, the Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, the Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots and shuttle bus service to and from Wrigley Field (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, the Commissioner of Planning has identified parking lots owned by DeVry on its premises at 3300 North Campbell Avenue as advantageous and desirable for the remote parking; and

Whereas, DeVry has determined that the use of its parking lots for the Remote Parking System at times of minimal use by DeVry faculty, students and staff will provide DeVry with, in addition to the payments required in this Agreement, valuable public exposure and benefits of security;

Now, Therefore, in consideration of the premises and mutual obligations contained in this Agreement, DeVry and the City agree as follows:

Section 1. Parking Lot.

DeVry will make available to the City, at the times designated below, for use and operation by the City as parking facilities for its Remote Parking System the following parking lots located on DeVry's premises at 3300 North Campbell Avenue, Chicago, Illinois: the parking lot located north of the north entrance drive to DeVry's premises from Rockwell Avenue ("Parking Lot C"), the parking lot located north of the entrance drive to DeVry's premises from Campbell Avenue ("Parking Lot B") and that portion of the parking lot which is located between the north and south entrance drives to DeVry's premises from Rockwell Avenue ("Parking Lot A") which is not needed for DeVry's use at such times. Parking Lots A, B and C (the "Parking Lots") are shown on Exhibit A which is attached hereto and incorporated herein.

### Section 2. Games Available.

The Parking Lots shall be made available to the City for the above stated purposes during the 1989 baseball season starting at least three and one-half (3-1/2) hours prior to the game time of a game played by the Chicago National League Ball Club, Inc. ("Cubs"), or by another major league baseball team at Wrigley Field ("Cubs game") for each Cubs game played on a weekday evening (Monday through Friday with a scheduled starting time later than 3:35 P.M.) or played at any time on either the Memorial Day, Independence Day or Labor Day holiday or on a Saturday or Sunday, including All-Star, playoff, league championship series, World Series and exhibition games.

### Section 3. Use Of Parking Lots.

For the games designated in Section 2 above, DeVry shall guarantee that 750 parking spaces are available. The City shall first direct drivers to park in Parking Lot C, and when it is filled, then in Parking Lot B. When Parking Lots B and C are filled, then the City may direct drivers to park in Parking Lot A.

Subject to the guarantees above, DeVry may reserve a portion of Parking Lot A that it deems necessary for its purposes by providing notice to the Bureau of Parking of the City at least 24 hours prior to such Cubs game. The City shall assure that only persons with business at DeVry shall park in such reserved portion of Parking Lot A. Persons with business at DeVry will be instructed to use the southern entrance and exit drive from Rockwell Avenue. Persons using the Parking Lots for the City's Remote Parking System shall be restricted to using the northern entrance and exit drive from Rockwell Avenue and the entrance and exit drive from Campbell Avenue. The City shall post temporary signs and markers, locate traffic control devices and personnel, and monitor the Parking Lots in order to effect these restrictions.

Notwithstanding the foregoing, the City shall not obstruct or disturb any car, or the owner of any vehicle, which is already parked in any Parking Lot three and one-half (3-1/2) hours prior to game time.

#### Section 4. Operation Of Parking Lot.

(a) Supervision -- From three (3) hours prior to each Cubs game designated in Section 2 until one hour after the completion or suspension of each such game, the City will supervise the Parking Lot and will direct traffic both inside and immediately outside the Parking Lot. At such times, the City may provide the necessary equipment and personnel to effect the safe and orderly parking of vehicles and movement of traffic.

(b) Buses. DeVry will permit Chicago Transit Authority buses to enter and exit the Parking Lots through the Campbell Avenue entrance drive and the north entrance drive from Rockwell Avenue in order to pick up and deliver persons parking in the Parking Lots.

(c) Portable Toilets. Prior to the first day on which the Parking Lots are to be made available, the City will deliver 6 portable toilets to the Parking Lots, locating them so that they will not interfere with DeVry's use of the Parking Lots. The City will clean and maintain the portable toilets. The toilets shall remain on location until the last Cubs game for which the Parking Lots will be made available. Within 7 days of the last such Cubs game, the City will remove the portable toilets.

(d) Lights. DeVry shall illuminate the Parking Lots and keep them illuminated, using existing lighting, from dusk until at least two hours after the completion or suspension of the Cubs game. DeVry shall provide this lighting at no cost to the City.

(e) Sweeping. The City will remove all debris, bottles and trash from the Parking Lots after each designated Cubs game and will complete the cleaning by 8:00 A.M. of the day following each weekday evening Cubs game and by 8:00 A.M. of the first workday following each holiday, Saturday or Sunday Cubs game.

#### Section 5. Fees.

The City shall pay DeVry \$.50 for each vehicle parking in the Parking Lots pursuant to this Agreement. The City shall also provide DeVry with a statement showing the number of vehicles parked for each Cubs game for which the Parking Lots are used. The payment and statement shall be submitted to DeVry on a monthly basis.

#### Section 6. Indemnification.

The City agrees to indemnify and hold harmless DeVry from and against all claims, demands, losses, or causes of action resulting from or arising from the City's use of the Parking Lots for its Remote Parking System. The City and DeVry acknowledge that the City is self-insured.



Section 7. Agents And Employees.

DeVry and the City agree that wherever in this Agreement reference is made to either DeVry or the City, such reference shall include the agents, subagents, employees, representatives and independent contractors of such party.

Section 8. Severability.

If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

Section 9. Miscellaneous.

This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

Section 10. Authority.

DeVry warrants and represents that it is duly organized and validly existing under the laws of the State of Delaware, with full power and authority to do business in the State of Illinois and to enter into this Agreement; that it owns Parking Lots A, B and C subject only to mortgage and various security interests and not subject to any lease, and that the person(s) signing this Agreement have the authority to do so.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Commissioner of Public Works, and DeVry has signed and attested the same on or as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibit "A" to this agreement unavailable at time of printing.]

*Exhibit "C".*

*Lane Tech Parking Agreement.*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate, and the City of Chicago ("the City"), an Illinois municipal corporation.

Whereas, the City, pursuant to its Home Rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning Implementation Of Night Baseball At Wrigley Field And Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, the Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors which surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to the parking of cars during baseball games at Wrigley Field; and

Whereas, the Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, the Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots and shuttle bus service to and from Wrigley Field (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, the Commissioner of Planning has identified a parking lot owned by the Board on the premises of Lane Technical High School ("Lane Tech"), 2501 West Addison Street, Chicago, Illinois, 60618 as advantageous and desirable for the Remote Parking System; and

Whereas, the Board has, by ordinance, determined that the use of its parking lot for the Remote Parking System at times of minimal use by faculty, students and staff will provide valuable financial assistance and not interfere with the proper use of such parking lot;

Now, Therefore, in consideration of the premises and mutual obligations contained in this Agreement, the Board and the City agree as follows:

Section 1. Parking Lot.

The Board will make available to the City, at the times designated below, for use and operation by the City as parking facilities for its Remote Parking System the parking lot located on the premises of Lane Tech (the "Parking Lot").

## Section 2. Games Available.

The Parking Lot shall be made available to the City for the above stated purposes during the 1989 baseball season starting at least three and one-half (3-1/2) hours prior to the game time of a game played by the Chicago National League Ball Club, Inc. ("Cubs"), or by another major league baseball team, at Wrigley Field ("Cubs game") for each Cubs game played on a weekday evening (Monday through Friday with a scheduled starting time later than 3:35 P.M.) or played at any time on either the Memorial Day, Independence Day or Labor Day holiday or on a Saturday or Sunday, including All-Star, playoff, league championship series, World Series and exhibition games.

## Section 3. Use Of Parking Lot.

For the games designated in Section 2 above, the Board shall guarantee that 450 parking spaces are available.

Notwithstanding the guarantee above, the Board may reserve all or a portion of the Parking Lot which it deems necessary for its purposes, by written notice to the Bureau of Parking of the City at least 48 hours prior to any designated Cubs game. In the event that the Board reserves any portion of the Parking Lot, the City shall assure that only persons with business at Lane Tech shall park in such reserved portion of the Parking Lot. The City shall post temporary signs and markers, locate traffic control devices and personnel, and monitor the Parking Lot in order to effect these restrictions.

Notwithstanding the foregoing, the City shall not obstruct or disturb any car, or the owner of any vehicle, which is already parked in the Parking Lot three and one-half (3-1/2) hours prior to game time.

## Section 4. Operation Of Parking Lot.

(a) Supervision. From three (3) hours prior to each Cubs game designated in Section 2 until one hour after the completion of suspension of each such game, the City will supervise the Parking Lot and will direct traffic both inside and immediately outside the Parking Lot. At such times, the City may provide the necessary equipment and personnel to effect the safe and orderly parking of vehicles and movement of traffic.

(b) Portable toilets. Prior to the first day on which the Parking Lot is to be made available, the City will deliver 6 portable toilets to the Parking Lot, locating them so that they will not interfere with the use of the Parking Lot. The City will clean and maintain the portable toilets. The toilets shall remain on location until the last Cubs game for which the Parking Lot will be made available. Within 7 days of the last such Cubs game, the City will remove the portable toilets.

(c) Maintenance. The City agrees that it shall be responsible for and shall promptly repair all damage to the Parking Lot caused by the City or by persons using the Parking Lot pursuant to this Agreement except for ordinary wear. On the day following each weekday evening Cubs game and on the Monday following each Saturday or Sunday Cubs game, the City shall remove all debris, bottles and trash from the Parking Lot. Following the last Cubs game designated in Section 2, the City shall return the Parking Lot to its former condition to the extent altered or damaged by the City or by persons using the Parking Lot pursuant to this Agreement.

#### Section 5. Fees.

The City shall, on a monthly basis, notify the Board of the number of vehicles parked for each Cubs game for which the Parking Lot is used, and shall pay the board \$1.00 for each vehicle parking in the Parking Lot pursuant to this Agreement.

#### Section 6. Indemnification.

The City agrees to indemnify and hold harmless the Board from and against all claims, demands, losses, or causes of action resulting from or arising from the City's use of the Parking Lot for its Remote Parking System.

#### Section 7. Agents And Employees.

The Board and the City agree that wherever in this Agreement reference is made to either the Board or the City, such reference shall include the agents, employees, representatives and independent contractors of such party.

#### Section 8. Severability.

If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

#### Section 9. Miscellaneous.

This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Commissioner of Public Works and the Board has caused this Agreement to be duly executed in its name and behalf by its President and its seal to be hereunto affixed and attested by its Secretary.

[Signature forms omitted for printing purposes.]

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DESIGNATION OF MADISON-RACINE AREA AS REDEVELOPMENT  
PROJECT AREA PURSUANT TO TAX INCREMENT  
ALLOCATION REDEVELOPMENT ACT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, designating the Madison-Racine Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The Corporate Authorities have heretofore by ordinance adopted and approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on January 31, 1989, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act; now, therefore,

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

SECTION 1. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 3. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed on  
page 25879 of this Journal.]

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

*Exhibit "A".*

*Legal Description.*

Beginning at the southeast corner of West Madison Street and South Green Street; thence Southerly to the southeast corner of South Green Street and West Monroe Street; thence Westerly to a southwest corner of South Sangamon Street and West Monroe Street; thence Northerly to the southwest corner of West Madison Street and South Sangamon Street; thence Westerly to the southeastern corner of West Madison Street and South Morgan Street; thence Southerly to the southeast corner of South Morgan Street and West Monroe Street; thence Westerly to the southwest corner of South Aberdeen Street and West Monroe Street; thence Northerly to the southwest corner of West Madison Street and South Aberdeen Street; thence Westerly to a point in the west line, produced south of North May Street; thence Northerly to the northwest corner of West Randolph Street and North May Street; thence Easterly to the northeast corner of West Randolph Street and North Carpenter Street; thence Southerly to the northeast corner of North Carpenter Street and West Washington Street; thence Easterly to the northeast corner of North Peoria Street and West Washington Street; thence Southerly to the northeast corner of West Madison Street and North Peoria Street; thence Easterly to the northeast corner of West Madison Street and North Green Street; thence Southerly to the point of beginning.

This area includes:

Block 17-08-448 of which a part is a part of S. F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago (Received February 29, 1872, Document 15649) (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836); and of which a part is also a part of William Hale Thompson's Subdivision of Lots 17 to 26 inclusive in S. F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago. Received July 21, 1890, Document 1306568 (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14, Received August 31, 1836).

Also

Block 17-08-447 of which part is a part of Block 51 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836. Ante-Fire; and of which a part is also a part of Assessor's Second Division of the east half of Lot 3, all of Lots 1, 2, 7, 8, 11, 12, 15, 16, 17 and 18 of Block 51 of Carpenter's Addition to Chicago. Received November 29, 1872, Document 71687. Re-received October 1, 1875, Document 51466; and of which a part is also a part of H.C. Van Schaak's Subdivision of Lot 7 (except the north 20 feet) and Lot 8 (except the south 20 feet) in Block 51 of Carpenter's Addition to Chicago. Received October 27, 1885, Document 664546.

Also

Block 17-08-446 of which a part is a part of Block 50 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of Assessor's Division of Lots 1 to 9 in Block 50 of Carpenter's Addition to Chicago. Received July 30, 1859. Ante-Fire.

Also

Block 17-08-437 which is part of Block 42 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire).

Also

Block 17-08-436 which is part of William J. Bunker's Subdivision of Block 43 of Carpenter's Addition to Chicago. Received July 1, 1848. Ante-Fire, (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 [Ante-Fire]).

Also

Block 17-08-444 of which a part is a part of resubdivision of Block 48 of Carpenter's Addition to Chicago. Received February 17, 1857. Ante-Fire (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836); and which a part is a part of C. W. Cook's Subdivision of Lots 1 to 5 of Block 48 of Carpenter's Addition to Chicago (Ante-Fire), (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836).

Also

Block 17-08-445 of which a part is a part of Block 49 of the Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of the subdivision of the west 100 feet of Lot 6 of Block 49 of Carpenter's Addition to Chicago. Received September 13, 1875. Document 48790.

Also

Block 17-17-208 of which is Block 2 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14. Ante-Fire.

Also

Block 17-17-207 which is a part of Block 3 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14 (Ante-Fire); and of which a part is subdivision of Lots 15 and 16 of Block 3 of Duncan's Addition to Chicago, Ante-Fire.

Also

Block 17-17-203 which is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853. Ante-Fire, (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 [Ante-Fire]; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14. Received April 29, 1836 [Ante-Fire]).



Also

Block 17-17-204 of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision, and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14); and of which a part is also a part of subdivision of the interior part of Block 1 of Canal Trustee's Subdivision. Received April 8, 1857 (Ante-Fire); and of which a part is also a part of Holden's Plat of parts of Block 5 of Duncan's Addition and part of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

Also

Block 17-17-205, of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 [Ante-Fire], and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17- 39-14. Received April 29, 1836 [Ante-Fire]); and of which a part is a part of C.C.P. Holden's Resubdivision of Lots 33, 34, and 35 of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

*Exhibit "B".*


*General Boundary.*

The general boundaries for the Madison-Racine T.I.F. area are:

The northern boundary is West Washington Street and West Randolph Street (along the 1000 and 1100 blocks of West Washington); the southern boundary is generally West Monroe Street and West Madison Street; the eastern boundary is South Green Street and North Peoria Street; and the western boundary is South Aberdeen Street and North May Street.

Exhibit "C".

Madison Racine RPA/TIF

TITLE	Boundary	DATE	 NORTH SCALE
	RPA/TIF Area	1/24/89	



ADOPTION OF TAX INCREMENT ALLOCATION FINANCING  
FOR MADISON-RACINE AREA REDEVELOPMENT  
TAX INCREMENT FINANCING PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the adoption of tax increment allocation financing for the Madison-Racine Area Redevelopment Tax Increment Financing Project.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Code, as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted a redevelopment plan and project (the "Plan" and "Project") as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (the "Area") as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in Plan and Project within the Area as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "1989 Madison-Racine T.I.F. Redevelopment Project Area Special Tax Allocation Fund" of the Municipality and such taxes shall be used for the purposes of paying Project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidity of Any Section. In any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder and Effective Date. All ordinances resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed on page  
25886 of this Journal.]

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

*Exhibit "A".*

*Legal Description.*

Beginning at the southeast corner of West Madison Street and South Green Street; thence Southerly to the Southeast corner of South Green Street and West Monroe Street; thence Westerly to a southwest corner of South Sangamon Street and West Monroe Street; thence

Northerly to the southwest corner of West Madison Street and South Sangamon Street; thence Westerly to the southeastern corner of West Madison Street and South Morgan Street; thence Southerly to the southeast corner of South Morgan Street and West Monroe Street; thence Westerly to the southwest corner of South Aberdeen Street and West Monroe Street; thence Northerly to the southwest corner of West Madison Street and South Aberdeen Street; thence Westerly to a point in the West line, produced south of North May Street; thence Northerly to the northwest corner of West Randolph Street and North May Street; thence Easterly to the northeast corner of West Randolph Street and North Carpenter Street; thence Southerly to the northeast corner of North Carpenter Street and West Washington Street; thence Easterly to the northeast corner of North Peoria Street and West Washington Street; thence Southerly to the northeast corner of West Madison Street and North Peoria Street; thence Easterly to the northeast corner of West Madison Street and North Green Street; thence Southerly to the point of beginning.

This area includes:

Block 17-08-448 of which a part is a part of S.F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago (received February 29, 1872. Document 15649) (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836); and of which a part is also a part of William Hale Thompson's Subdivision of Lots 17 to 26 inclusive in S.F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago. Received July 21, 1890. Document 1306568 (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836).

Also

Block 17-08-447 of which part is a part of Block 51 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836. Ante-Fire; and of which a part is also a part of Assessor's Second Division of the east quarter of Lot 3 all of Lots 1, 2, 7, 8, 11, 12, 15, 16, 17 and 18 of Block 51 of Carpenter's Addition to Chicago. Received November 29, 1872. Document 71687. Re-received October 1, 1875. Document 51466; and of which a part is also a part of H.C. Van Schaak's Subdivision of Lot 7 (except the north 20 feet) and Lot 8 (except the south 20 feet) in Block 51 of Carpenter's Addition to Chicago. Received October 27, 1885. Document 664546.

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Block 17-08-446 of which a part is a part of Block 50 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of Assessor's Division of Lots 1 to 9 in Block 50 of Carpenter's Addition to Chicago. Received July 30, 1859. Ante-Fire.

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Also

Block 17-08-436 which is part of William J. Bunker's Subdivision of Block 43 of Carpenter's Addition to Chicago. Received July 1, 1848. Ante-Fire (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 [Ante-Fire]).

Also

Block 17-08-444 of which a part is a part of resubdivision of Block 48 of Carpenter's Addition to Chicago. Received February 17, 1857. Ante-Fire (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-30-14. Received August 31, 1836); and which a part is a part of C. W. Cook's Subdivision of Lots 1 to 5 of Block 48 of Carpenter's Addition to Chicago (Ante-Fire), (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836).

Also

Block 17-08-445 of which a part is a part of Block 49 of the Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of the subdivision of the west 100 feet of Lot 6 of Block 49 of Carpenter's Addition to Chicago. Received September 13, 1875. Document 48790.

Also

Block 17-17-208 of which is Block 2 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14. Ante-Fire.

Also

Block 17-17-207 which is a part of Block 3 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14 (Ante-Fire); and of which a part is subdivision of Lots 15 and 16 of Block 3 of Duncan's Addition to Chicago, Ante-Fire.

Also

Block 17-17-203 which is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853. Ante-Fire, (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 [Ante-Fire]; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14. Received April 29, 1836 [Ante-Fire]).

Also

Block 17-17-204 of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision, and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a Subdivision of the west half and the west half of the northeast quarter of Section 17-39-14; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14); and of which a part is also a part of subdivision of the interior part of Block 1 of Canal Trustee's Subdivision. Received April 8, 1857 (Ante-Fire); and of which a part is also a part of Holden's Plat of parts of Block 5 of Duncan's Addition and part of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

Also

Block 17-17-205, of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 (Ante-Fire), and which said Duncan's Addition is a Subdivision of the east half of the northeast quarter of Section 17-39-14, Received April 29, 1836 [Ante-Fire]); and of which a part is a part of C.C.P. Holden's Resubdivision of Lots 33, 34 and 35 of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

*Exhibit "B".*

*General Boundary.*

The general boundaries for the Madison-Racine T.I.F. area are:

The northern boundary is West Washington Street and West Randolph Street (along the 1000 and 1100 blocks of West Washington); the southern boundary is generally West Monroe Street and West Madison Street; the eastern boundary is South Green Street and North Peoria Street; and the western boundary is South Aberdeen Street and North May Street.

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APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN FOR  
MADISON-RACINE AREA REDEVELOPMENT TAX  
INCREMENT FINANCING PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a Tax Increment Redevelopment Plan for the Madison-Racine Area Redevelopment Tax Increment Financing Project.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article II of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1(a) of this ordinance, which area constitutes in the aggregate more than 1 and 1/2 acres; and

(Continued on page 25887)



Exhibit "C".

Madison Racine RRA/TIF

TITLE	Boundary
RPA/TIF	
AREA	
DATE	1/24/89
NORTH SCALE	



(Continued from page 25885)

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Commercial District Development Commission of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for January 31, 1989, at the Department of Economic Development, 24 East Congress Parkway, 6th floor Conference Room in the City of Chicago, Illinois; and

WHEREAS, Due notice in respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on December 29, 1988, by publication on January the 6 and 9, 1989 in the Chicago Tribune, and by certified mail to taxpayers within the Area on January 19 and 20, 1989; and

WHEREAS, The Plan and Project set forth the factors which could cause the Area to become blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies including the Madison-Racine T.I.F. Eligibility Report and are generally informed of the conditions in the Area which cause the Area to be a "blighted area" as said term is defined in the Act; and

WHEREAS, The Area ("Redevelopment Project Area") is part of the Madison- Racine Urban Renewal area which was designated slum and blighted by the Department of Urban Renewal on May 25, 1976 and by the Corporate Authorities on June 22, 1976; this Urban Renewal area was re-designated as a blighted commercial area pursuant to Section 15.1 of the Municipal Code of the Municipality and approved by the Commercial District Development Commission by resolution adopted November 18, 1980 which was adopted by the Corporate Authorities by ordinance enacted December 12, 1980; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the Area to determine whether private development would take place in the Area as a whole without the adoption of the Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the Area to determine whether contiguous parcels of real property and improvements thereon in the Area would be substantially benefited by the Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the Plan and Project and also the existing comprehensive plan for development of the Municipality as a whole to determine whether the Plan and Project conform to the comprehensive plan of the Municipality; and

WHEREAS, The Municipality is authorized under Chapter 24, Section 11-74.4-4 (c) of the Act to negotiate and acquire land in the redevelopment project area by powers of eminent domain; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

a. The Area is legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions which cause the Area to be subject to designation as a redevelopment project area under the Act and the Area to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably be anticipated to be developed without the adoption of the Plan.

d. The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

e. As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is \_\_\_\_\_, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is \_\_\_\_\_.

f. The parcels of real property in the Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the Project improvements are included in the Area.

g. The Area would not reasonably be developed without the use of incremental revenues pursuant to Section 11-74.4-8 of the Act.

SECTION 2. Exhibits Incorporated by Reference. The Plan and Project which were the subject matter of the public hearing held on January 31, 1989, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict. This ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

SECTION 5. Powers of Eminent Domain. In compliance with Chapter 24, Section 11-74.4-4 (c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition of parcels contained within the Redevelopment Project Area. In the event he is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire said property; nothing herein shall be in derogation of any prior authority.

[Exhibit "C" attached to this ordinance printed  
on page 25933 of this Journal.]

Exhibits A, B and D attached to this ordinance read as follows;

*Exhibit "A".*

*Legal Description.*

Beginning at the southeast corner of West Madison Street and South Green Street; thence Southerly to the southeast corner of South Green Street and West Monroe Street; thence Westerly to a southwest corner of South Sangamon Street and West Monroe Street; thence Northerly to the southwest corner of West Madison Street and South Sangamon Street; thence Westerly to the southeastern corner of West Madison Street and South Morgan Street; thence Southerly to the southeast corner of South Morgan Street and West Monroe Street; thence Westerly to the southwest corner of South Aberdeen Street and West Monroe Street; thence Northerly to the southwest corner of West Madison Street and South Aberdeen Street; thence Westerly to a point in the west line, produced south of North May Street; thence Northerly to the northwest corner of West Randolph Street and North May Street; thence Easterly to the northeast corner of West Randolph Street and North Carpenter Street; thence Southerly to the northeast corner of North Carpenter Street and West Washington Street; thence Easterly to the northeast corner of North Peoria Street and West Washington Street; thence Southerly to the northeast corner of West Madison Street and North Peoria Street; thence Easterly to the northeast corner of West Madison Street and North Green Street; thence Southerly to the point of beginning.

This area includes:

Block 17-08-448 of which a part is a part of S. F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago (Received February 29, 1872, Document 15649) (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836); and of which a part is also a part of William Hale Thompson's Subdivision of Lots 17 to 26 inclusive in S. F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago. Received July 21, 1890. Document 1306568 (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836).

Also

Block 17-08-447 of which part is a part of Block 51 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836. Ante Fire; and of which a part is also a part of Assessor's Second Division of the east half of Lot 3 all of Lots 1, 2, 7, 8, 11, 12, 15, 16, 17 and 18 of Block 51 of Carpenter's Addition to Chicago. Received November 29, 1872, Document 71687. Re-received October 1, 1875, Document 51466; and of which a part is also a part of H. C. Van Schaak's Subdivision of Lot 7 (except the north 20 feet) and Lot 8 (except the south 20 feet) in Block 51 of Carpenter's Addition to Chicago. Received October 27, 1885, Document 664546.

Also

Block 17-08-446 of which a part is a part of Block 50 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of Assessor's Division of Lots 1 to 9 in Block 50 of Carpenter's Addition to Chicago. Received July 30, 1859. Ante-Fire.

Also

Block 17-08-437 which is part of Block 42 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire).

Also

Block 17-08-436 which is part of William J. Bunker's Subdivision of Block 43 of Carpenter's Addition to Chicago. Received July 1, 1848. Ante-Fire, (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 [Ante-Fire]).

Also

Block 17-08-444 of which a part is a part of resubdivision of Block 48 of Carpenter's Addition to Chicago. Received February 17, 1857, Ante-Fire (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836); and which a part is a part of C. W. Cook's Subdivision of Lots 1 to 5 of Block 48 of Carpenter's Addition to Chicago (Ante-Fire), (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-514. Received August 31, 1836).

Also

Block 17-08-445 of which a part is a part of Block 49 of the Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of the subdivision of the west 100 feet of Lot 6 of Block 49 of Carpenter's Addition to Chicago. Received September 13, 1875, Document 48790.

Also

Block 17-17-208 of which is Block 2 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14. Ante-Fire.

Also

Block 17-17-207 which is a part of Block 3 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14 (Ante-Fire); and of which a part is subdivision of Lots 15 and 16 of Block 3 of Duncan's Addition to Chicago, Ante-Fire.

Also

Block 17-17-203 which is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853. Ante-Fire, (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 [Ante-Fire]; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14. Received April 29, 1836 [Ante-Fire]).

Also

Block 17-17-204 of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision, and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14); and of which a part is also a part of subdivision of the interior part of Block 1 of Canal Trustee's Subdivision. Received April 8, 1857 (Ante-Fire); and of which a part is also a part of Holden's Plat of parts of Block 5 of Duncan's Addition and part of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

Also

Block 17-17-205, of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 [Ante-Fire], and which said Duncan's Addition is a Subdivision of the east half of the northeast quarter of Section 17-39-14, Received April 29, 1836 [Ante-Fire]); and of which a part is a part of C.C.P. Holden's Resubdivision of Lots 33, 34 and 35 of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

*Exhibit "B".*

*General Boundary.*

The general boundaries for the Madison-Racine T.I.F. area are:

The northern boundary is West Washington Street and West Randolph Street (along the 1000 and 1100 blocks of West Washington); the southern boundary is generally West Monroe Street and West Madison Street; the eastern boundary is South Green Street and North Peoria Street; and the western boundary is South Aberdeen Street and North May Street.

*Exhibit "D".*

*City Of Chicago,*

*Illinois*

*Tax Increment Redevelopment Area (T.I.F.)**Madison-Racine T.I.F. Redevelopment Plan And Project**January, 1989*

## I. Introduction And Background.

## Background.

The City of Chicago (the "City") Near West Side commercial area (and particularly what is known as the Madison-Racine Commercial District) has been significantly blighted since the early 1970's. The Madison-Racine Commercial District is generally bounded on the north by West Lake Street, on the east by the John F. Kennedy Expressway, on the south by West Monroe Street and West Madison Street, and on the west by North Ogden Avenue. The Madison-Racine area was determined to be a slum and blighted area by the Department of Urban Renewal pursuant to Resolution No. 76DUR68 on May 25, 1976. The Chicago City Council approved the designation of slum and blighted on June 22, 1976. The redevelopment plan for the area was adopted by the Chicago City Council on October 24, 1979. In December of 1980, the Commercial District Commission of the City of Chicago designated the Madison-Racine Project as a blighted area in need of commercial development. Factors contributing to the decline of this originally strong industrial and manufacturing district include the construction of the Dan Ryan Expressway, changing U. S. retail shopping patterns and the increased burden of lower income residents relocated into the areas due to urban renewal projects on the Loop's west side.

From 1970 to 1985, the Near West Side experienced an estimated loss of approximately 25,323 individuals, accounting for the 32% total loss. This loss in population ranks eighth highest of the 77 city community areas. Additionally, this loss occurred during a time when the City was experiencing an overall population gain.

The 1980 Census median family income places the Near West Side area at \$7,534 and the S.M.S.A. at \$24,536. These figures indicate an outstanding disparity between residents of the Near West Side and the rest of the metropolitan area.

Approximately 52% of those residents living on the Near West Side have incomes below poverty level. Additionally forty-eight percent (48%) of the families are at or below poverty level. In 1980, the unemployment rate was at 19%, and City sources suggest this rate may have decreased only slightly by 1988.



The City has made efforts through various programs to clear many of the deteriorated and substandard buildings from the area since 1977. There are blocks of dilapidated housing and manufacturing buildings, as well as many unkempt vacant lots that still exist. A survey of the Madison-Racine district, taken in 1976, described over 90% of the buildings as being of a dilapidated or deteriorated nature; the majority of these structures were non-residential.

Industrial and business growth in the area has been stifled, largely because demand for industrial space in the City has been replaced by the need for single-story buildings not found in this district. Meanwhile, there has been a surge in Loop office construction which provides significant office support potential for facilities located near the Loop office construction which provides significant office support potential for facilities located near the Loop.

The City intends to address more intensive and sustained growth within the Madison-Racine area through the designation of a Redevelopment Project Area (the "R.P.A."). While there has been sporadic development throughout the area, the marketplace perception of the area is still marginal. Conditions within the R.P.A. need to be improved in order to attract and encourage significant private investment.

The R.P.A. is generally described as follows:

The northern boundary of the R.P.A. is West Washington Street and West Randolph Street (along the 1000 and 1100 blocks of West Washington Street); the southern boundary is generally West Monroe Street and West Madison Street; the eastern boundary is South Green Street and North Peoria Street; and the western boundary is South Aberdeen Street and North May Street.

Current uses are mixed-industrial, commercial/service, retail/wholesale, residential, single room occupancy uses, and parking/storage lots. A number of vacant lots are also interspersed with the uses described above.

The Redevelopment Project Area ("R.P.A.") is part of the larger Madison-Racine Project Area. As described previously, the larger area-as designated a number of years ago-suffered from the presence of older, obsolete structures. Most of these structures were in very poor condition as described in the designation report. The area within the R.P.A. as well as near the R.P.A. was targeted for a more intensive acquisition plan by the City (in comparison to the rest of the Madison-Racine Project Area).

Since 1979, a number of parcels within the vicinity of the R.P.A. have been acquired by the City. Reference to the 1979 acquisition map indicates that a number of structures have since been razed. The construction of the Motorola facility (not located within the R.P.A.), the Federal Express facility, and the rehab of the building housing Social Security offices attest to the importance of City of Chicago efforts to date. However, the examples above illustrate separate projects that were not coordinated with one another or are able to generate significant area wide confidence (as perceived by the

marketplace). The newer projects, as well as removal of structures, has served to remove some conditions of blight within the area.

The site survey as well as the review of uses within the R.P.A. indicates that problems still exist. Due to the fact that more recent City and private sector activity has been undertaken, some of the blighted conditions may have been mitigated. However, the need for a coordinated series of public improvements and assistance in combination with private investment of considerable size and scope is required to stem blighting conditions, bringing the area as a whole back to productive reuse. Based upon site surveys as well as other available information, the R.P.A. was qualified as a conservation area on an area wide basis. The age of the structures, the presence of obsolescence, depreciation of physical maintenance, inadequate utilities (overall condition of sidewalks, curbs, and streets) deleterious land use and layout, were present to a major extent in the R.P.A. All blocks within the area indicate the presence of some conservation qualification factors. In addition to the factors described above, deterioration, excessive vacancies, existence of structures below minimum code, and excessive land coverage are also present in some of the blocks. Certain individual blocks possessed conditions that characterized those blocks as blighted, as such term is defined and used in the Act; such blighted conditions were not characteristic of the area as a whole.

#### The City's Role In Redevelopment.

The City plans to encourage a more intensive and accelerated redevelopment of the R.P.A. In order to accomplish such redevelopment, the City has undertaken the designation of the R.P.A. and begun to explore methods of providing the necessary public improvements within the R.P.A. Public assistance is required to promote redevelopment due to the lack of strong marketplace momentum. Marketplace perception relating to the condition of the R.P.A. and/or lack of amenities serves to limit potential and competitive development of property within the R.P.A. The City plans on demonstrating a positive marketplace signal through the sustained redevelopment of the R.P.A. including the possible clearing of substandard and obsolete structures, the possible assembly of land into appropriate and feasible development packages, and the possible disposition of such packages to developmental entities. Currently, redevelopment activity has been limited within the immediate area -- sufficient density of new development and redevelopment is required in order to generate significant interest within the area while attracting and promoting quality industrial and commercial uses. The scope of existing redevelopment needs to be addressed by the City. It is important to future tenants/owners of property within the R.P.A. and the Near West Side Community Area that the marketplace perceives the property favorably. Projects must be of sufficient scope and quality that attracts investor and marketplace confidence.

The R.P.A. as constituted would be difficult to develop solely through investment by private enterprise. It is not reasonable to anticipate substantial reuse of sites within the R.P.A. without the adoption of a redevelopment plan that addresses the characteristics of the properties and recent market trends, while providing a practical method for financing the redevelopment project. The City has prepared this redevelopment plan to address its

needs and meet its redevelopment goals and objectives relating to the R.P.A. through the use of tax increment financing.

The City recognizes the need for implementation of various strategies to overcome existing area conditions and lack of competitiveness with out-of-City locations. The needed public investment will be possible only if tax increment financing is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act, Illinois Rev. Stat., Section 11-74.4-3 (the "Act"). Incremental real estate tax revenue generated by the R.P.A. will play a decisive role in encouraging private development.

Existing site conditions that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan and Project, the City will serve as the central force for marshalling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts which are included in the R.P.A. in the form of a significant expansion of the real estate tax base and employment base. The Redevelopment Plan and Project will serve to create new jobs within the City and thereby reduce unemployment within taxing districts which cover all or part of the R.P.A.

The R.P.A. has not been subject to sustained redevelopment through investment by private enterprise and it is not reasonably anticipated to be developed in an intensive or accelerated schedule without the adoption of a Redevelopment Plan and Project. The City has prepared this Redevelopment Plan and Project to use tax increment financing in order to address its needs and meet its redevelopment goals and objectives.

In November, 1988, the City of Chicago's Commercial District Commission adopted a resolution authorizing a feasibility study to use Tax Increment Financing ("T.I.F.") for the redevelopment of the area legally described herein in Exhibit 1 and outlined on the map in Exhibit 2. Redevelopment of the T.I.F. area is tenable only if a portion of the public improvements are funded by T.I.F.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the proposed R.P.A. By means of public investment, the R.P.A. will become an improved, more viable environment that will attract private investment. The public investment will set the stage for the redevelopment of the area with private capital.

Pursuant to the requirements of the Act, the R.P.A. includes only those contiguous parcels of real property and improvements thereon which are substantially benefitted by the redevelopment plan and project. Also in accordance with the Act, the R.P.A. is not less than 1-1/2 acres in the aggregate.

Redevelopment Plan Development And Employment Projections.

The City will encourage and consider proposals for facilities and structures of all types and character provided that such proposals meet the zoning classification (as revised from time to time) and are consistent with other City ordinances and overall goals.

The City is open to the type and class of employees that are reasonably employed by the type and character of facilities that it ultimately approves. Based on the estimated timing and absorption (Exhibit 6) of this plan, the City anticipates that approximately 550 new employees will be employed within the R.P.A. after completion of the first phase of redevelopment. First source hiring policies will be favored as well as conformance to City D.E.O. and A.A. policies. Relevant City, State, and Federal job training programs will be utilized as appropriate to facilitate the employment and training of community residents to the fullest extent practicable.

The development team is anticipated to consist of the experienced developers, and the appropriate support professionals such as leasing brokers, architects, and general contractors. The City expects to develop the R.P.A. in a sustained, consistent manner. The private team will work with the City to ensure that appropriate, beneficial development occurs that is in conformance with market-driven realities.

Anticipated users include, but are not limited to, support services and commercial uses that compliment nearby Loop uses; light industrial and/or distribution facilities may also be considered. Currently, many of these potential users have favored out-of-City locations. The R.P.A.'s proximity to the Loop and transportation advantages have been overshadowed by negative marketplace perception, with respect to both physical surroundings and in-City economic disincentives. Facilities are anticipated to be modern quality structures that will serve the needs of tenants/users in an efficient, cost effective manner that is in conformance with the economic development goals, objectives, and ordinances of the City.

## II. Redevelopment Project Area Legal Description.

The legal description is included in Exhibit 1.

## III. Conservation Area Conditions Existing In The Redevelopment Project Area.

### Findings.

The Redevelopment Project Area was studied to determine its qualifications as a "conservation area" as such term is defined in the Act. A description of the qualification factors is found in Exhibit 5. In summary, the following factors were found with the R.P.A.: age, obsolescence, depreciation of physical maintenance, inadequate utilities, deleterious land use or layout, lack of community planning, deterioration, excessive vacancies, and structures below minimum code standards. Certain individual blocks were found to possess conditions that would qualify such blocks as "blighted", as that term is defined and used in the Act. Conclusions in this report are based on conditions in the area as a whole, but might be reagggregated to define "blighted" and "conservation" areas within the R.P.A.

#### Eligibility Survey.

The entire designated Redevelopment Project Area was evaluated by the City and Kane, McKenna and Associates, Incorporated in November and December, 1988.

#### IV. Redevelopment Project Area Goals And Objectives.

The following goals and objectives are presented for the R.P.A. in accordance with the City's zoning ordinance and comprehensive plan. The Redevelopment Plan and Project also conform to the Madison-Racine Redevelopment Plan for the development of the area as a whole.

##### General Goals Of The Redevelopment Plan.

- 1) Provide jobs for community and City residents in accordance with the City's Affirmative Action goals;
- 2) Strengthen the existing business community within the area;
- 3) Remove obsolete and substandard structures which exert a blighting influence on the community;
- 4) Retain and upgrade sound buildings compatible with the redevelopment plan;
- 5) Provide adequate off-street parking, loading facilities, and open space designed to enhance the community;
- 6) Provide for the vacating of unnecessary streets and alleys to improve traffic flow and safety; and
- 7) Provide open, attractive and safe public areas to enhance access to and confidence in the general area.

These goals are complimentary to the enterprise zone concept and the City's Madison-Racine Project plan.

##### Specific Goals Of The Redevelopment Plan.

- 1) Create new job opportunities for community residents and City residents utilizing first source hiring programs and appropriate job training programs.

- 2) Complement the growth and maintain the momentum of development to the North and South of the Loop;
- 3) Stimulate economic revitalization of the neighborhoods west of the Dan Ryan Expressway;
- 4) Attract new businesses and/or rehabilitate stock of existing commercial structures;
- 5) Increase the number of public/private development partnerships;
- 6) Preserve and expand the tax base; and
- 7) Ensure the presence of skilled technical support businesses for the downtown office population.

#### Redevelopment Objectives.

The Redevelopment Projects are to create a sense of 'place', to attract other developers and similar businesses, as well as to improve the circulation, access and security through common improvements. Projects must be of sufficient size so that the project will not be overwhelmed by the poverty and decay that is adjacent to the site, but rather will create an area where security and economic vitality are enhanced. Projects need to discontinue the sporadic development of the area, and encourage more planned area developments so as to reduce the depressed conditions currently existing throughout the district. These depressed conditions have, in many cases, contributed to the failure of fully realizing the potential real estate taxes in the area as well as contributing to an absolute decline in overall property assessments. It is firmly believed that underutilization of the land within the Madison-Racine Commercial District and the R.P.A. has resulted in a significant reduction in potential property taxes for the City, overall.

It is intended that underutilized properties will be developed and put into current market uses, including space for high technology services of businesses and offices in the downtown area. The anticipated tenants will be compatible with existing industrial and commercial facilities. The Van Buren and Jackson Corridor has recently experienced rehabilitation of numerous buildings for commercial/office uses (particularly loft redevelopment uses).

The purpose of the R.P.A. designation will allow the City to:

- a) Coordinate redevelopment activities within an important core area in order to provide a positive marketplace signal;
- b) Reduce or eliminate conservation area factors present within the area; and

- c) Accomplish redevelopment over a reasonable time period.

The Redevelopment Project's implementation will continue to improve the physical appearance of the entire Madison-Racine District and contribute to the economic development of the area, arresting decline and stabilizing the Near West Side Commercial Area. The redevelopment of the R.P.A. will serve as a catalyst and as an essential anchor for the overall area. Job creation associated with the project will provide new, improved employment opportunities for community and City residents, including an employment program that allows for the use of the City's First Source Hiring program.

One central concern for the R.P.A.'s viability is its ability to compete with suburban and collar county facilities. Commercial rental rates and real estate taxes in the Loop have grown significantly in recent years. Thus, many firms have elected to relocate to areas further away from the Central Business District, where the overall rental and tax rates may be lower. Public assistance is required to ensure adequate redevelopment and address disparities in locations.

The R.P.A. has the advantage of providing quick access to the City's Central Loop (the R.P.A. is located approximately one (1) mile from the center of the City's Loop) and related means of transportation are advantageous in competing with suburban developments. On-site parking and less congested streets, as well as the 'old town' amenities near the R.P.A. are additional characteristics that could be utilized to entice business to the in-City location. However, coordinated redevelopment is necessary to address an efficient and an economic approach, evidencing planning with respect to uses, access/egress, and competitive amenities.

The City's nearby central core area is experiencing tremendous commercial growth, particularly in the financial markets, at rental rates competitive with projects located outside of Cook County. While the commercial growth provides significant office facilities for certain types of industries, there is a lack of appropriate space for businesses that serve the financial, banking, real estate and investment industries. The R.P.A.'s redevelopment will also address such support uses as well as other uses including light industrial.

#### V. Redevelopment Project.

##### A. City Redevelopment Plan And Project Objectives.

The City proposes to realize its goals and objectives of encouraging development of the redevelopment project area through public finance techniques including, but not limited to, Tax Increment Financing:

- (1) By reducing interest costs of a redeveloper related to the construction, expansion or rehabilitation of redevelopment projects.

- (2) Acquisition and assembly of property.
- (3) By providing public facilities which may include:
  - i) Utility improvements and expansion (including curbs and sidewalks);
  - ii) Street improvements and expansion;
  - iii) Traffic signalization and intersection improvements; and
  - iv) Landscaping and signs on public ways.
- (4) By providing for demolition, site preparation, clearance and grading of redevelopment sites, as well as appropriate relocation.
- (5) Exploration and review of job training programs in coordination with City, federal, state, and county programs.

B. General Land Use Plan.

Existing land use consists of about 12 City blocks as described in Exhibit 3. A number of different uses (commercial, industrial, and mixed use) exist within the R.P.A. Exhibit 4, attached hereto and made a part of this plan, designates intended general land uses in the R.P.A. The proposed land uses will conform to the City's Comprehensive Plan and the Madison-Racine Project Plan.

All redevelopment projects shall be subject to the provisions of the City Zoning Ordinance, as well as Planned Unit Development provisions, as may be amended from time to time.

C. Redevelopment Program.

Pursuant to the foregoing objectives, the City will implement a coordinated program of actions to facilitate redevelopment, including, but not limited to, acquisition and assembly, provision of interest rate writedown, public improvements, demolition and/or clearance, relocation and job training assistance.

Interest Rate Writedown.



The City may enter into an agreement with developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on an annual basis out of the Special Tax Allocation Fund of the R.P.A., in accordance with the Act.

#### Public Improvements.

The City may provide public improvements in the R.P.A. to enhance the R.P.A. as a whole, to support the Redevelopment Project Plan and Project, and to serve the needs of City and area residents. Appropriate public improvements may include, but are not limited to:

- new construction and improvements of streets, alleys, curbs, sidewalk/pedestrianways and street intersections;
- improvement and extension of public utilities;
- landscaping/beautification, lighting, and signage of public properties; and
- traffic signalization.

#### Acquisition.

Property may be acquired by the City in order to further objectives of this Plan and enhance development alternatives for appropriate users.

Clearance of existing structures on properties to be acquired will, to the greatest extent possible, be scheduled to coincide with redevelopment activities so that parcels do not remain vacant for extended periods of time and so that the adverse effects of clearance activities may be minimized.

Property, when acquired, may be made available for temporary public or private revenue producing uses which will not have adverse impacts on the redevelopment area, until such time as they are needed for planned development. Such revenues, if any, would accrue to the special tax allocation fund for the redevelopment project.

#### Land Disposition.

Property may be acquired by the City and may be assembled into appropriate redevelopment sites. These properties may be sold or leased by the City to a private developer or developers, in whole or in part, for redevelopment subject to the invitation for proposal requirements of the Act.

Terms of conveyance shall be incorporated into appropriate disposition agreements, and may include more specific restrictions than contained in this Redevelopment Plan or in other City codes and ordinances governing the use of land.

#### Demolition And Site Preparation.

As determined by the type of use and market considerations, a portion or all of the existing structures may be demolished. Demolition may include removal of asbestos insulation conformant with all environmental requirements. Should a portion of a facility be adapted for more market oriented uses, asbestos insulation may have to be removed as part of site preparation in order to accommodate development. Again, all removal would conform to environmental requirements. Other site preparation for reuse would also conform to appropriate environmental and other governmental regulations.

#### Relocation.

The City or the developer may provide for relocation conformant with its policies and regulations in order to accomplish the goals and objectives of the Plan, using federal, state or municipal criteria.

#### Job Training.

The City may assist facilities located within the R.P.A. in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- The federal Jobs Partnership Training Act (J.P.T.A.) programs administered by the City of Chicago's Mayor's Office of Employment Training;
- The State of Illinois High Impact Training Support (H.I.T.S.) program;
- Applicable local vocational educational programs;
- The State of Illinois Industrial Training Program (I.T.P.); and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

#### D. Estimated Redevelopment Project Costs -- Phases 1 and 2.

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Project. Eligible costs permitted by the Act pertinent to this Redevelopment Plan and Project are:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan, including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of the construction of public works or improvements;
4. Costs of job training and retraining projects;
5. Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and not exceeding thirty-six (36) months thereafter, including reasonable reserves related thereto;
6. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the Village by written agreement accepts and approves such costs;
7. Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or Illinois law;
8. Payment in lieu of taxes;
9. Costs of job training, advanced vocational education or career education, including, but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the R.P.A.; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including, but not

- limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Illinois Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The Illinois School Code;
10. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
    - (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act; and
    - (b) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year; and
    - (c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (10), then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
    - (d) the total of such interest payments incurred pursuant to the Act may not exceed 30% of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to the Act.
  11. If a special service area has been established pursuant to "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", approved September 21, 1973, as amended, then any tax increment revenues derived from the tax imposed pursuant to "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", approved September 21, 1973, as amended, may be used within the R.P.A. for the purposes permitted by that Act as well as the purposes permitted by the Act.

Estimated project costs are shown in Tables 1a and 1b. To the extent that the City has incurred redevelopment project costs prior to, but in anticipation of, the adoption of tax increment financing, the City may be reimbursed for such costs. Adjustments to the cost items listed in Tables 1a and 1b are anticipated without amendment to the Redevelopment Plan.

Table 1a.

*Redevelopment Project -- Estimated Phase 1 Project Costs.*

Program Action/Improvement	Estimated Cost(s)
Interest Cost as allowed under Paragraph (11) of Chapter 24, Par. 11-74.4-3 of the Act	\$1,000,000
Acquisition and Assembly	7,000,000
Utility Improvements	250,000
Street Construction and/or Extension	1,000,000
Intersection and Traffic Signalization Improvements	250,000
Streetscape Improvements, including Landscaping, Signage, and Streetlights	250,000
Land Demolition and/or Site Preparation and Clearance	1,000,000
Rehabilitation	250,000
Relocation	250,000
Planning, Legal, Architectural, Engineering, Administrative and Other Professional Service Costs	500,000
Job Training, Retraining and Affirmative Action Consulting Services	1,500,000
Contingencies	<u>250,000</u>
<b>ESTIMATED PHASE 1 COSTS</b>	<b>\$13,500,000</b>

- (A) All cost estimates are in 1988 dollars. In addition to the above stated costs, each issue of bonds issued to finance a phase of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as capitalized interest. Adjustments to the

estimated line item costs above are expected. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment costs.

*Table 1b.*

*Redevelopment Project -- Estimated Phase 2 Project Costs.*

Program Action/Improvement	Estimated Cost(s)
Interest Cost as allowed under Paragraph (11) of Chapter 24, Par. 11-74.4-3 of the Act	\$2,000,000
Acquisition and Assembly	5,500,000
Utility Improvements	250,000
Street Rehabilitation/Construction and/or Extension, Curb and Sidewalk Construction	1,500,000
Intersection and Traffic Signalization Improvements	250,000
Streetscape Improvements, including Landscaping, Signage and Streetlights	500,000
Demolition and/or Site Preparation and Clearance	500,000
Rehabilitation	250,000
Relocation	500,000
Planning, Legal, Architectural, Engineering, Administrative and Other Professional Service Costs	500,000
Job Training, Retraining and Affirmative Action Consulting Services	\$ 1,500,000
Contingencies	<u>250,000</u>

ESTIMATED PHASE 2 COSTS	\$13,500,000
TOTAL ESTIMATED PROJECT COSTS	<u>\$27,000,000</u>

- (A) All cost estimates are in 1988 dollars. In addition to the above stated costs, each issue of bonds issued to finance a phase of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as capitalized interest. Adjustments to the estimated line item costs above are expected. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment costs.

E. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs are to be derived principally from real property tax incremental revenues and proceeds from any municipal obligations to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Project.

The tax increment revenues which will be used to pay debt service on the tax increment obligations and to directly pay redevelopment project costs shall be the incremental real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the R.P.A. over and above the initial equalized assessed value of each such lot, etc. in the R.P.A.

Other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are: The proceeds of real property sales, real property tax receipts, if the obligations are general obligations of the City, certain motor tax revenues, certain land lease payments, certain state and federal grants, certain investment income, and such other sources of funds and revenues as the City may, from time to time, deem appropriate.

The City may use its general fund and utilize its taxing power to sustain redevelopment projects and pay debt service on obligations issued in connection therewith to be reimbursed, if possible, from tax increment financing revenues.

F. Nature And Term Of Obligations To Be Issued.

The City may issue obligations secured by the tax increment special tax allocation fund established for the R.P.A. pursuant to Section 11-74.4-7 of the Act or such other funds or security as are available to the City by virtue of its home rule powers provided by the Constitution of the State of Illinois.

All obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall not exceed twenty-three (23) years from the date of adoption of the ordinance approving the R.P.A. or January 1, 2012. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from its respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. All obligations are to be covered after issuance by projected and actual tax increment, other tax revenue and by such debt service revenues and sinking funds as may be provided by ordinance. The total principal and interest payable in any year on all obligations shall not exceed the amounts available in that year, or projected to be available in that year, from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, required reserves, bond sinking funds, redevelopment project costs and reserves required to fund such costs, early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the redevelopment plan, may be declared surplus and shall then become available for distribution annually to the State of Illinois and to taxing districts overlapping the R.P.A. in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, with either fixed interest rates or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits, and with or without redemption provisions.

G. Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

The total 1987 equalized assessed valuation for the R.P.A. is approximately \$5,875,891. The Boundary Map, Exhibit 2, shows the location of the R.P.A.

H. Anticipated Equalized Assessed Valuation.

Upon completion of the anticipated private development, assuming a Cook County, Illinois equalization factor (multiplier) of 1.8916, it is estimated that the equalized assessed valuation of real property within the R.P.A. will be approximately \$25,000,000.



VI. Description Of Components Of Redevelopment Project.

A. Description Of Redevelopment Project.

The City will employ an implementation strategy which stresses economic feasibility whereby tax increment funds will not be initially pledged unless corresponding private investment is reasonably projected to be sufficient to generate equal or greater return of future tax revenues. Such strategy will contribute to a realistic approach in funding projects while assuring that the City has the flexibility to continue to prioritize among possible projects in meeting both City and private sector goals. The redevelopment projects contemplated by the City include, but are not limited to, the following:

**Interest Cost Coverage:** The City may pay for certain interest costs incurred by a redeveloper for construction, renovation or rehabilitation of a redevelopment project which shall include costs incurred by a developer pertaining to the redevelopment project. Such funding would be paid for out of annual property tax increment revenue generated from the R.P.A. as allowed under the Act.

**Utility Improvements:** The City may make improvements, extension and adjustment in water, storm sewer, sanitary sewer, electric lighting and other utility systems. New improvements may also consist of construction of a sewage lift station.

**Right-of-Way Improvements:** The City may improve, construct, reconstruct or extend primary and secondary street right-of-ways and other such territory located on public land, on private land or through public easement on private land. Curbs and sidewalks may also be improved or reconstructed.

**Property Acquisition and Assembly:** The City may acquire land within the R.P.A. for the purpose of facilitating the assembly and preparation of property.

**Demolition, Site Preparation and Clearance:** The City may remove debris and other disposal material from sites and/or grade such sites as part of its redevelopment activities.

**Professional Services:** The City may use tax increment financing to pay necessary architectural, engineering, planning, legal, removal, administrative and financial costs.

**Costs of Job Training:** The City may implement job training programs.

**Relocation:** The City may provide for appropriate relocation conformant to its policies and regulations.

B. Commitment To Fair Employment Practices And Affirmative Action.

As part of any Redevelopment Agreement entered into by the City and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the City. The program will be conformant with the most recent City policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The City and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

VII. Scheduling Of The Redevelopment Project.

A. Completion Of Redevelopment Project And Retirement Of Obligations To Finance Redevelopment Costs.

This Redevelopment Project will be completed on or before a date 23 years from the adoption of an ordinance designating the R.P.A. or \_\_\_\_\_, \_\_\_\_\_. The City expects that the Redevelopment Project will be completed sooner than the maximum time limit set by the Act, depending on the incremental real property tax yield. Actual public and/or private construction activities are anticipated to be completed within ten (10) years from the adoption of this Redevelopment Plan.

VIII. Provisions For Amending The Tax Increment Redevelopment Plan And Project.

This Redevelopment Plan and Project may be amended pursuant to the provisions of this Act.

[Sub-exhibits 1, 2, 3 and 4 of Exhibit "D" printed on pages 25926 through 25932 of this Journal.]

Sub-exhibits 5 and 6 of Exhibit "D" read as follows:

*Exhibit 5.*

Criteria For Qualification.

The R.P.A. was evaluated to determine the presence or absence of appropriate qualifying factors listed in the Act.

According to Section 11-74.4-3 of the Act (in pertinent part), a "blighted area" means:

The entire Redevelopment Project Area was evaluated to determine the presence or absence of each of the qualifying factors listed in the Act for a "conservation area". According to Section 11-74.4-3 of the Act, a "conservation area" means:

Any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and/or lack of community planning, is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area.

The criteria listed in the Act were defined for purposes of the analysis and are as follows:

1. Age. Simply the time which has passed since building construction was completed.
2. Illegal Use of Structure. The presence on the property of illegal uses or activities.
3. Structure Below Minimum Code Standards. Lack of conformance with local code standards of building, fire, housing, zoning, subdivision or lack of conformance with other applicable governmental codes.
4. Excessive Vacancies. When the occupancy or use level of the building is low for frequent or lengthy periods so as to represent an adverse area influence.
5. Lack of Ventilation, Light or Sanitary Facilities. Conditions which would negatively influence the health and welfare of building users.
6. Inadequate Utilities. Deficiencies in sewer, water supply, storm drainage, electricity, streets or other necessary site services.
7. Dilapidation. The condition where the safe use of the building is seriously impaired, as evidenced by substandard structural conditions; this in an advanced stage of deterioration.
8. Obsolescence. When the structure has become or will soon become ill- suited for the originally designed use.
9. Deterioration. A condition where the quality of the building has declined in terms of structural integrity and/or building systems due to lack of investment, misuse or age.
10. Overcrowding of Structures and Community Facilities. A level of use beyond a designed or legally permitted level.
11. Excessive Land Coverage. Site coverage of an unacceptably high level.
12. Deleterious Land Use or Layout. Inappropriate property use or plotting, or other negative influences not otherwise covered, which discourages investment in a property.
13. Depreciation of Physical Maintenance. Decline in property maintenance which leads to building degeneration, health and safety hazards, unattractive nuisances, unsightliness, property value decline and area distress.
14. Lack of Community Planning. Deficiency in local direction of growth, development or redevelopment in order to maintain or enhance the viability of the area or community.

#### Methodology.

The R.P.A. has been evaluated in its qualification as a "blighted area" on an area-wide basis. The R.P.A. has been evaluated according to the appropriate qualification features listed in the Act as defined above.

The following factors qualified the Original R.P.A. as a whole as a "conservation area" as defined in the Act.

Fifty percent (50%) or more of the structures within the R.P.A. are over 35 years old. In addition to site surveys, building information prepared by the City's Department of Housing was utilized to determine age.

#### Obsolescence.

The area contains many multi-story buildings which are obsolete by current standards for more intensive industrial or commercial reuse. Also, there seems to be little room for expansion. There is a prevalence of vandalism, graffiti and disrepair and deferred maintenance of both structures and sidewalks. As a result, it is more difficult to find new users.

#### Depreciation Of Physical Maintenance.

A majority of the structures within the area exhibit signs of depreciation of physical maintenance. Numerous structures require tuckpointing, roof work, window work, painting, et cetera. Also, many structures have been vacant or partially occupied, with a consequence of minimal maintenance work. The continued lack of a comprehensive, sustained maintenance program may lead to further decline of the area's appearance.

#### Inadequate Utilities.

Inadequate utilities, such as sidewalks, streets, alleys and curbs, make it difficult to flow both people and goods to points within and around the area. Existing utilities may need to be substantially improved in order to accommodate commercial and industrial users at locations within the R.P.A.

#### Deleterious Land Use Or Layout.

Deleterious land use or layout is located within a majority of the area and does not encourage further industrial or commercial redevelopment. Existing industrial and

commercial land uses would need to be modified significantly in order to accommodate new uses. Many sites were designed for specific users and are currently vacant or partially occupied.

In addition to the factors described above, deterioration, excessive vacancies, existence of structures below minimum code and excessive land coverage are also present in a significant number of the blocks within the area. Each factor was generally present on a moderate to minor extent within each block.

*Exhibit 6.*

*Employment Projections.*

Job Estimates.

Enterprise Business Park.

The following estimates are based upon certain types of users identified by the venture. Communication and related businesses, computer support, and production studios/photographic production studios are some of potential users. Brief job descriptions are attached in Exhibit A for typical employees expected to occupy such facilities. Production related employees described in job breakdowns below would be included in these types of jobs. Actual jobs would be dependent upon type of user.

Job Estimates By Phase.

Phase 1a

75,000 square feet

150 new jobs

Estimated Job Breakdown:

No.	Type
100	Production -- Skilled or Unskilled per Exhibit A depending upon user
25	Clerical/Office Related Functions

25                    Managerial/Executive

100                  Total

Phase 1b

130,000 square feet

260 new jobs

No.                  Type

150                  Production -- Skilled or Unskilled per Exhibit A

55                    Clerical/Office Related Functions

55                    Managerial/Executive

260                  Total

Phase 1c

70,000 square feet

140 new jobs

No.                  Type

80                    Production -- Skilled or Unskilled per Exhibit A

30                    Clerical/Office Related Functions

30                    Managerial/Executive

140                  Total

Job Summary -- Phase 1

550 new jobs

*Job Descriptions.**General Classifications -- Based Upon Potential Users  
Of Facilities.*

## Occupation Clusters.

## Film/Photography Production.

Electrical Assembling,  
Installing and Repairing  
OccupationsOccupations  
in ArtOccupations in  
Graphic Art WorkGenerators and related  
power plant equipment  
repair and installationCommercial art;  
design and  
illustrationArt work; brush,  
spray or penLighting equipment and  
building, wiring, repair  
and installation

Photography

Darkroom  
OccupationsGaffer      Generator  
Operator

Cameraman

Film Lab  
TechSet  
Designer.

## Typical Cable-TV Jobs.

Franchising

Marketing

Engineer

Director of Marketing

Researcher

Marketing Researcher



Financial Analyst

Sales Staff

Market Analyst  
Public Relations  
Programmer

Advertising Sales

Construction

Production

Construction Worker  
Strand mapping

Director of Public Access  
Director of Local Origination  
Producer

Technicians

Assistant Director  
Lighting Technician  
Audio Technician

Installer  
Plant Maintenance  
Chief Technician  
Trunk Technician  
Service Technician  
Bench Technician  
Chief Engineer

Editor  
Studio Technician

Administrative

Customer Service Representative  
Service Dispatcher  
Billing Clerk  
Accounts Receivable  
Accounts Payable  
Accountant/Bookkeeper  
Office Manager  
General Manager

Jobs For Feature Motion Picture.

Production Department

Grip Department

Producer  
Director

Key Grip  
Dolly Grip  
2nd Assistant  
3rd Assistant

Production Staff

Production Manager  
 Unit Manager  
 Assistant Production Manager  
 1st Assistant Director  
 2nd Assistant Director  
 Production Secretary  
 Assistant Production Secretary  
 Production Auditor  
 Assistant Production Auditor  
 2 Production Assistants or  
 DGA Trainees

#### Art Department

Art Director  
 Draftsman  
 Lead Scenic Artist  
 Assistant Scenic Artist  
 Set Scenic Artist for Shooting

#### Sound Department

Monitor Man (mixer)  
 Boom Operator  
 Recordist

#### Camera Department

Director of Photography  
 Camera Operator  
 1st Assistant  
 2nd Assistant  
 Still Photographer

#### Re-Recording

Monitor Mann  
 Recordist  
 Machine Man (Dubberman)

#### Electric Department

Gaffer (chief set electrician)

#### Construction Department (Grip)

Chief Construction Grip  
 Assistant Construction Grip  
 2nd Construction Grip  
 Swing Grip (set or construction)

#### Construction Department (Shop Craftsmen) (Carpenters)

Chief Shop Craftsman  
 Assistant Shop Craftsman  
 Shop Craftsman (shooting)

#### Electric Rigging

Chief Set Rigger or location man  
 Assistant Set Rigger or location man  
 Swing elect. set or location man

#### Make-Up Department

Head Make-Up  
 Hairdresser

#### Special Effects Department

#### Wardrobe Department

Attendants

#### Script Department

Script Supervisor

#### Video Tape Department

Camera  
 Switching  
 Editing  
 Sound

Best Boy (assist.)  
3rd Set Electrician  
4th Set Electrician

Transportation Department

Editing Department

Captain  
Drivers

Chief Editor  
Assistant Editor

Publicity Department

Property Department

Talent Department

Set Decorator  
Set Dresser  
Property Master  
Assistants

Projectionist

Commercial Production Staff.

Producer

Director

Cameraman or Lighting Director if Videotape

Assistant Cameraman

Art Director

Property Department

Construction Department

Grip Department

Electrical Department

Sound Department

Scenic Department

Transportation Department

Engineering Department if Videotape

The above list does not apply to location shooting which could increase the number of people involved. Persons representing advertising agencies or clients are not included.

#### Typical Job Descriptions.

**Audiovisual Equipment Operator:** Sets up and operates motion picture projection and sound producing equipment to produce coordinated effects on screen. Inserts and threads film, regulates projection light and sound-producing equipment, operates special-effects equipment.

**Audio Operator:** Controls audio equipment to regulate volume level and quality of sound during television broadcasts. Places, cuts in and blends output of microphones by adjusting volume, fader and mixer controls.

**Boom Operator:** Moves levers on adjustable boom to position microphone in proximity of performers during filming or broadcasting. Attaches microphone to support and connects wires to preamplifiers and preamplifier wires to sound mixing apparatus.

**Camera Control Operator:** Controls video console to regulate transmission of television scenes including test patterns and filmed and live telecast. Views action on television monitor and sets switches and observes dials on console to control framing, contrast, brilliance, color, balance, and fidelity of image being transmitted. Maintains log on studio to transmitter microwave link.

**Camera Operator:** Confers with director regarding interpretation of scene and desired effects; determines filming and lighting requirements. Selects cameras, accessories, equipment, and film stock utilizing knowledge of filming techniques. Instructs other camera operators regarding setup, angles, distances, movement and other variables and signals cues for starting and stopping filming.

**Camera Storeroom Clerk:** Receives, counts, stores, and issues equipment, material, supplies, or tools and compiles stock records in stockroom. May mark identifying codes or figures on articles and make repairs as necessary.

**Chief Projectionist:** Supervises and coordinates activities of workers engaged in projecting film in motion picture film studio. Requisitions supplies and materials.

**Cinetechnician:** Assembles, repairs, tests and maintains still and motion cameras and photographic equipment according to work order specifications, using handtools, bench machine and test equipment. May fabricate parts for cameras and related equipment, using bench lathe, milling machines, cutters and grinders.

**Construction Grip:** Moves control levers and wheels to guide cranes, booms and dollies that move cameras and other equipment. Sews canvas and other materials to make and repair tents, tarps, scrims and backings using sewing machine. Erects canvas covers to protect camera from rain on location. Rigs and dismantle frames, scaff backdrops, prefabricated

dressng rooms, and camera platforms for sets in studio or on location, using carpenter's handtools.

**Cutter:** Edits motion picture and television video tape and sound tracks. Evaluates scenes, trims film segments to specified lengths, reassembles segments in sequence, reviews assembled film and makes corrections.

**Densitometrist:** Evaluates motion picture film to determine characteristics such as sensitivity to light, density, and exposure time required for printing, using sensitometer, densitometer and timer lights. Examines developed film strip to determine optimal exposure time and light intensity required for printing.

**Density Control Puncher:** Punches symbols in perforated tape or notches in negative film which control color and light density changes during printing of motion picture film, using electric tape puncher, film footage counter, and hand notcher; verifies accuracy of punched symbols. Changes density of film as required. Routes tape and film to printing department.

**Developer Operator:** Operates machine to develop still or motion picture film. Determines processing required; repairs film as necessary. Flips switch to start machine that transports film through series of solutions and into drying cabinet to develop and dry film.

**Developer Machine Tender:** Performs one or a combination of the following tasks to process motion picture film: tends machine that develops and/or dries film; rewinds film by hand or machine; numbers film for identification purposes; applies wax to film and repairs damaged film as necessary.

**Dis Recordist:** Controls equipment to record sound originating on motion picture set, using magnetic film, optical film, and acetate disk recording equipment. Observes operation to insure that sound is properly recorded.

**Dubbing-Machine Operator:** Tends film or magnetic tape dubbing machines that play back recordings of music, dialogue, or sound effects to facilitate synchronization of sound motion picture film action by rerecording mixer. Loads reels of film or tape onto machine. Starts machines; unwinds film or tape and stops machine when mark on tape or film indicates beginning of sound. Removes reels and rewinds tape or film onto original reel.

**Editor, Film:** Edits motion picture film, television video tape, and sound tracks. Evaluates and selects scenes in terms of dramatic and entertainment value and story continuity; trims film segments to specified lengths; reviews, rearranges, corrects assembled film on screen.

**Electrician, Chief (gaffer):** Supervises and coordinates installation, maintenance, and operation of all electrical lighting equipment in motion picture and television studios and on location. Confers with director and cameraman regarding lighting specifications for sets.

**Engineer-in-charge, Studio Operations:** Directs and coordinates television station activities concerned with acquisition, installation, and with maintenance or modification

of studio broadcast equipment. Evaluates studio needs for new equipment, establishes and directs procedures for operation and maintenance of equipment according to regulations of Federal Communications Commission.

**Film Laboratory Technician:** Performs a combination of tasks to process motion picture film. Prepares solutions according to formula for use in processing film; cuts, arranges, and splices film according to written instructions; projects film and corrects defects in detail and color.

**Film Librarian:** Classifies, catalogs, and maintains library of motion picture films, photographic slides, video and audio tapes or computer tapes and punchcards. Prepares index cards for file reference. Maintains and stores items and records according to classification number.

**Film Loader:** Loads and unloads film magazines, as directed prior to and following photographing of motion picture scenes. May perform other duties, such as marking stage floor with chalk to designate actors' positions, clapping hinged boards together to designate start of scene, and recording scene number and related information on slate to identify scene.

**Film Printer:** Sets up and operates motion picture film printing machine to produce positive images and soundtrack from negative film. Determines type of film to be printed and installs printing aperture in machine. Mounts and threads film to synchronize negative and positive films for printing; adjusts and controls intensity of printing light; packages films in labeled containers.

**Grip:** Erects sets and moves scenery for productions using handtools and power tools and equipment. Connects lines to overhead steel works to support hanging units; fits and hangs painted backdrops and curtains; moves control levers and wheels to guide cranes, booms and dollies that move cameras and other equipment; may sew and erect canvas covers to protect cameras from rain on location; rigs and dismantles frames, scaffolding, backdrops, dressing rooms, camera platforms in studio or on location.

**Light Technician:** Sets up and controls lighting equipment for television or motion picture production. Confers with directors and studies script to determine lighting effects required. Makes minor repairs on cables and equipment.

**Machinist, Motion Picture Equipment:** Assembles, repairs, remodels, and services photographing, projecting, editing, sound-recording and power equipment used in motion picture production using hand tools and bench machines. Reads job order and blueprints; disassembles defective equipment; constructs replacement parts; measures installed parts for conformance to specifications; cleans and lubricates equipment.

**Microphone Boom Operator:** Moves levers on adjustable boom to position microphone in proximity of performers during filming of motion picture or television broadcasts. Connects microphone wires to sound mixing apparatus; moves boom according to script and position of performers.

**Microwave Engineer:** Installs and operates portable field transmission equipment to broadcast programs or events originating at points distant from television studio. Determines availability of telephone wire facilities for use in making connections between microphone, amplifier, telephone line, and auxiliary power supply to relay broadcast to master control; operates microwave transmitter in absence of telephone wire system.

**Motor-Power Connector:** Connects sound, camera, and lighting motors of motion picture apparatus to common power source by means of portable junction box and cables. Maintains connections while camera and sound equipment are in use.

**Negative Developer:** Operates machine to develop still or motion picture film. Repairs film; operates machine that transports film through series of solutions and into drying cabinet to develop and dry film.

**Producer:** Coordinates activities of personnel engaged in writing, directing, editing and producing motion pictures and television productions. Determines treatment and scope of proposed productions and establishes operating budgets. Selects principal members of cast and production crew. Reviews filmed scenes of each day's shooting, orders retakes and approves final editing of filmed productions.

**Property Custodian:** Receives, stores, and issues properties in motion picture or television studio prop room. Attaches identification tags or labels to property according to type of object; keeps records of incoming and outgoing props, props in inventory and rented props.

**Rerecording Mixer:** Operates console to synchronize and equalize pre-recorded dialog, music and sound effect with action of motion picture film. Starts and stops projector and dubbing machine.

**Rigger:** Wires and repairs television broadcasting communications antenna systems, wood or steel antenna towers and supporting catenaries.

**Set Electrician, Assistant Chief:** Sets up and controls lighting equipment for television broadcast or motion picture production. Confers with directors and studies script to determine lighting effects required.

**Sound-effects Supervisor:** Coordinates activities of workers engaged in preparing and producing sound effects for film, radio and video tape productions. Assigns duties to sound-effects technician, consults with director, sound cutter and screen writers.

**Sound-effects Technician:** Produces artificial sounds that are transmitted and synchronized with production being presented to simulate impression of action being broadcasted to listener or viewer. Reproduces recorded sounds from previously prepared phonograph records or tape.

**Sound Cutter:** Edits and synchronizes music, dialogue and sound effects of motion picture film and video tape into single sound-print for film or video -tape production. Loads and starts combination sound and picture reproducing machine with picture and sound track films and video tape. Notes dupe sheet for sound effects to accompany action; stops machine at such points and marks symbol on film with grease pencil or notches symbol on video tape, using electronic device.

**Sound Installation Worker:** Tests and adjusts optical, electrical and audio- frequency equipment used to transmit, record and reproduce sounds on motion picture set. Inspects sound circuit patch cords to issue flow of current from sound stage to recording equipment. Test sound circuits and equipment; replaces defective components.

**Sound Mixer:** Operates console to regulate volume level and quality of sound during filming of motion picture or television productions. Determines acoustics of recording studio and adjusts control of specified levels. Directs installation of sound equipment; tests machines and equipment; may copy and edit recordings.

**Tape Transferrer:** Operates machines to reproduce tape recordings from master tapes. Determines amount of tape needed. Positions and threads tapes through machines; records selections on blank tapes; operates machine to play back reproduced recording to test quality of reproduced sound.

**Technician, Plant and Maintenance:** Repairs and maintains coaxial cables and related equipment for cable television system. Climbs transmission cables. Determines cause of breakdown, using blueprints and schematic diagrams, electrical measuring instruments, and knowledge of communication equipment. Repairs equipment and performs regular maintenance on cable system.

**Telecine Operator:** Controls equipment, such as tape recording and play back units, film projectors, and slide projectors in television broadcasting studio, synchronizing equipment with program content and activities of other personnel to maintain prescribed professional programming standards. Threads tape or film through equipment and inserts slides in slide projector. Installs, adjusts and repairs equipment to facilitate uninterrupted service during broadcast.

**Video Operator:** Controls video console to regulate transmission of television scenes including test patterns and filmed and live black and white or color telecast. Controls framing, contrast, brilliance, color balance and fidelity of image being transmitted. Monitors on-air programs to insure technical quality of broadcast; maintains log on studio to transmitter microwave link.



*Sub-Exhibit 1 To Exhibit "D".*

*Legal Description.*

Beginning at the southeast corner of West Madison Street and South Green Street; thence Southerly to the southeast corner of South Green Street and West Monroe Street; thence Westerly to a southwest corner of South Sangamon Street and West Monroe Street; thence Northerly to the southwest corner of West Madison Street and South Sangamon Street; thence Westerly to the southeastern corner of West Madison Street and South Morgan Street; thence Southerly to the southeast corner of South Morgan Street and West Monroe Street; thence Westerly to the southwest corner of South Aberdeen Street and West Monroe Street; thence Northerly to the southwest corner of West Madison Street and South Aberdeen Street; thence Westerly to a point in the west line, produced south of North May Street; thence Northerly to the northwest corner of West Randolph Street and North May Street; thence Easterly to the northeast corner of West Randolph Street and North Carpenter Street; thence Southerly to the northeast corner of North Carpenter Street and West Washington Street; thence Easterly to the northeast corner of North Peoria Street and West Washington Street; thence Southerly to the northeast corner of West Madison Street and North Peoria Street; thence Easterly to the northeast corner of West Madison Street and North Green Street; thence Southerly to the point of beginning.

This area includes:

Block 17-08-448 of which a part is a part of S. F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago (Received February 29, 1872. Document 15649) (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836); and of which a part is also a part of William Hale Thompson's Subdivision of Lots 17 to 26 inclusive in S. F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago. Received July 21, 1890. Document 1306568 (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836).

Also

Block 17-08-447 of which part is a part of Block 51 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836. Ante-Fire; and of which a part is also a part of Assessor's Second Division of the east half of Lot 3 all of Lots 1, 2, 7, 8, 11, 12, 15, 16, 17 and 18 of Block 51 of Carpenter's Addition to Chicago. Received November 29, 1872. Document 71687. Re-received October 1, 1875. Document 51466; and of which a part is also a part of H. C. Van Schaak's Subdivision of Lot 7 (except the north 20 feet) and Lot 8 (except the south 20 feet) in Block 51 of Carpenter's Addition to Chicago. Received October 27, 1885. Document 664546.

Also

Block 17-08-446 of which a part is a part of Block 50 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of Assessor's Division of Lots 1 to 9 in Block 50 of Carpenter's Addition to Chicago. Received July 30, 1859. Ante-Fire.

Also

Block 17-08-437 which is part of Block 42 of Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire).

Also

Block 17-08-436 which is part of William J. Bunker's Subdivision of Block 43 of Carpenter's Addition to Chicago. Received July 1, 1848. Ante-Fire (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 [Ante-Fire]).

Also

Block 17-08-444 of which a part is a part of resubdivision of Block 48 of Carpenter's Addition to Chicago. Received February 17, 1857. Ante-Fire (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836); and which a part is a part of C. W. Cook's Subdivision of Lots 1 to 5 of Block 48 of Carpenter's Addition to Chicago (Ante-Fire), (which said Carpenter's Addition is a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836).

Also

Block 17-08-445 of which a part is a part of Block 49 of the Carpenter's Addition to Chicago, a subdivision of the southeast quarter of Section 8-39-14. Received August 31, 1836 (Ante-Fire); and of which a part is a part of the subdivision of the west 100 feet of Lot 6 of Block 49 of Carpenter's Addition to Chicago. Received September 13, 1875. Document 48790.

Also

Block 17-17-208 of which is Block 2 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14. Ante-Fire.

Also

Block 17-17-207 which is a part of Block 3 of Duncan's Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 17-39-14 (Ante- Fire); and of which a part is subdivision of Lots 15 and 16 of Block 3 of Duncan's Addition to Chicago, Ante-Fire.

Also

Block 17-17-203 which is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853. Ante-Fire, (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 [Ante-Fire]; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14. Received April 29, 1836 [Ante-Fire]).

Also

Block 17-17-204 of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision, and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14; and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14); and of which a part is also a part of subdivision of the interior part of Block 1 of Canal Trustee's Subdivision. Received April 8, 1857 (Ante-Fire); and of which a part is also a part of Holden's Plat of parts of Block 5 of Duncan's Addition and part of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

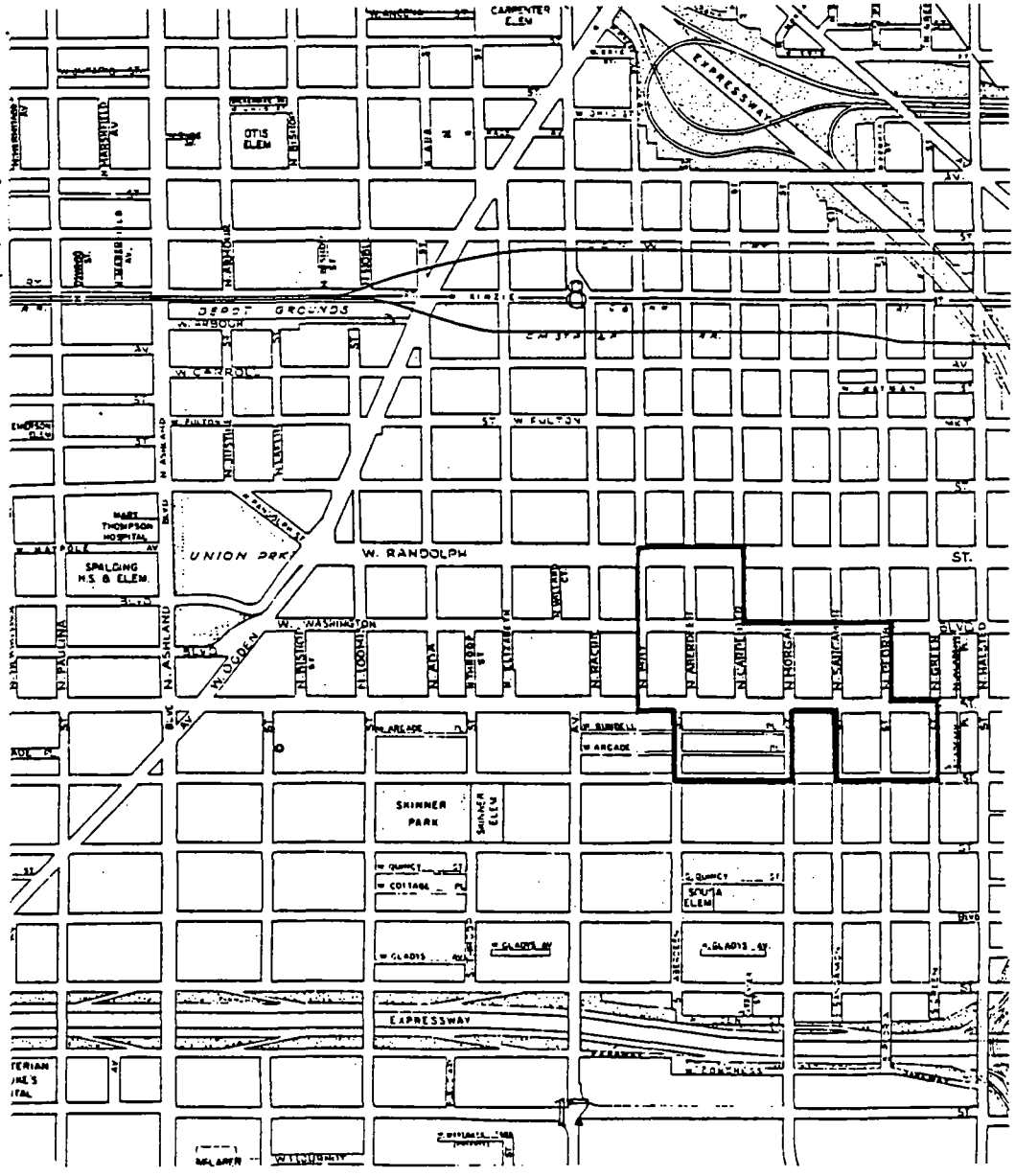
Also

Block 17-17-205, of which a part is a part of the subdivision of Block 1 of Canal Trustee's Subdivision and of Block 5 of Duncan's Addition to Chicago. Received August 13, 1853 (Ante-Fire), (which said Canal Trustee's Subdivision is a subdivision of the west half and the west half of the northeast quarter of Section 17-39-14. Received August 31, 1848 [Ante-Fire], and which said Duncan's Addition is a subdivision of the east half of the northeast quarter of Section 17-39-14, Received April 29, 1836 [Ante-Fire]); and of which a part is a part of C.C.P. Holden's Resubdivision of Lots 33, 34 and 35 of Block 1 of Canal Trustee's Subdivision (Ante-Fire).

Sub-Exhibit 1 to Exhibit "D"  
(page 1 of 4)

Madison Racine RPA/TIF

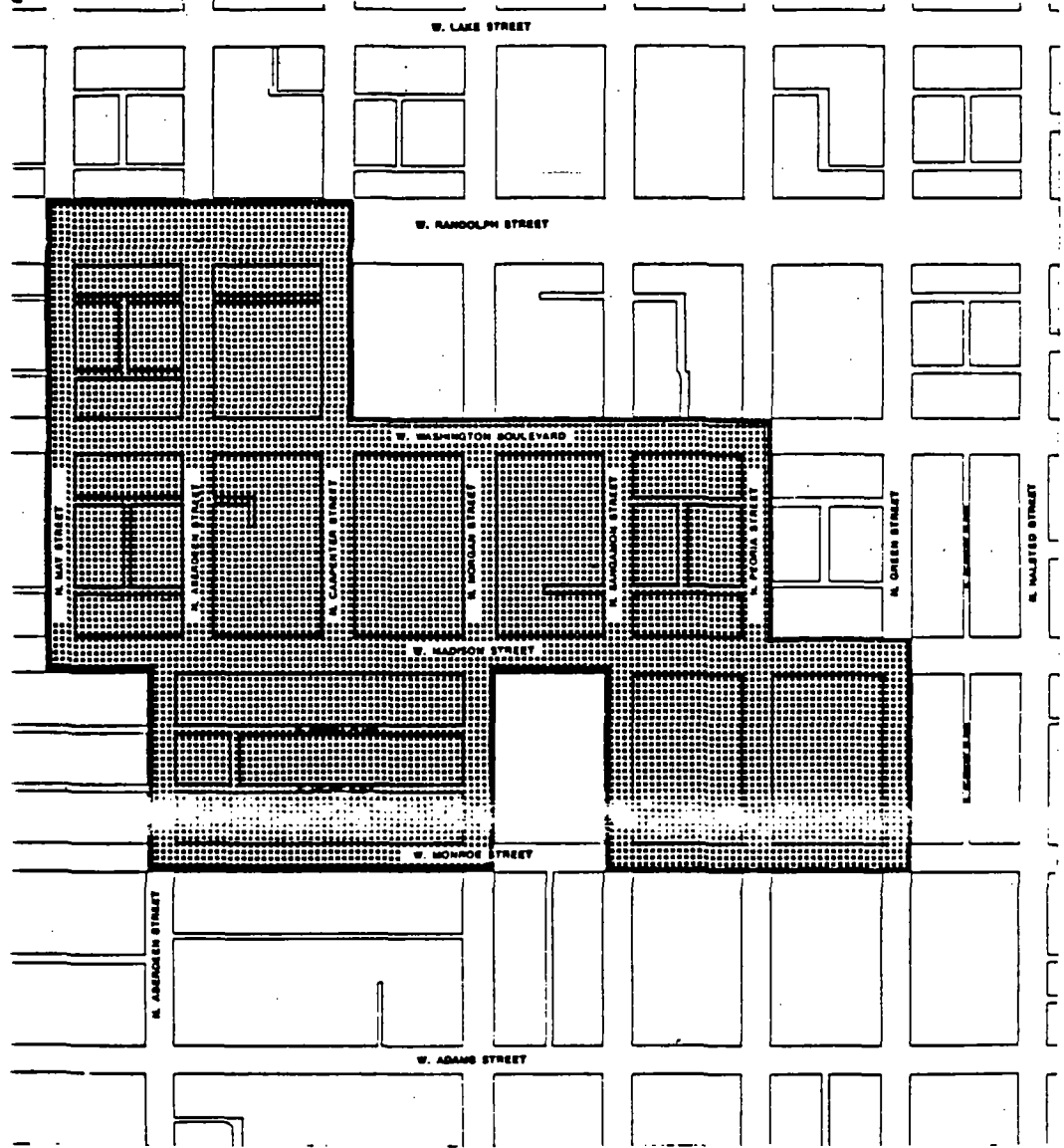
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	RPA/TIF
	Area
DATE	1/24/89
NORTH SCALE	



Sub-Exhibit 2 to Exhibit "D"  
(page 2 of 4)

WINDSORVILLE MAPS INC. N/A/111

TITLE	Boundary
RPA/TIF	
Area	
DATE	1/24/89
NORTH SCALE	



Sub-Exhibit 3 to Exhibit "D"  
(page 3 of 4)

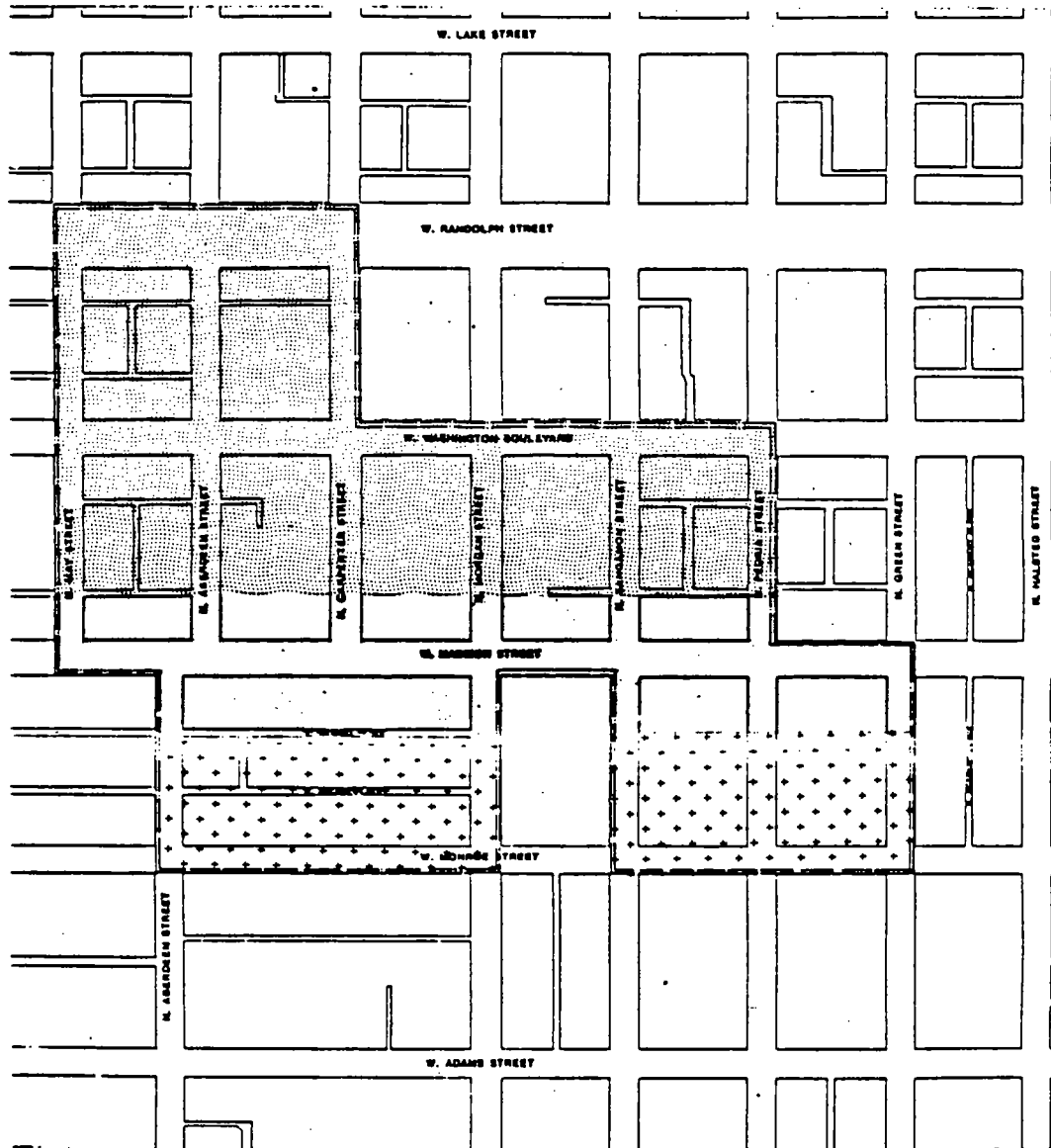
Madison Racine RPA/TIF




EXISTING

LAND USE

DATE 1/24/89

NORTH SCALE



-  MIXED USES  
MANUFACTURING with  
Wholesale  
Business/Commercial
-  MIXED USES  
RETAIL/COMMERCIAL  
BUSINESS  
RESIDENTIAL
-  MIXED USES  
COMMERCIAL with  
Wholesale  
Business/Manufacturing

Sub-Exhibit 4 to Exhibit "D"  
(page 4 of 4)

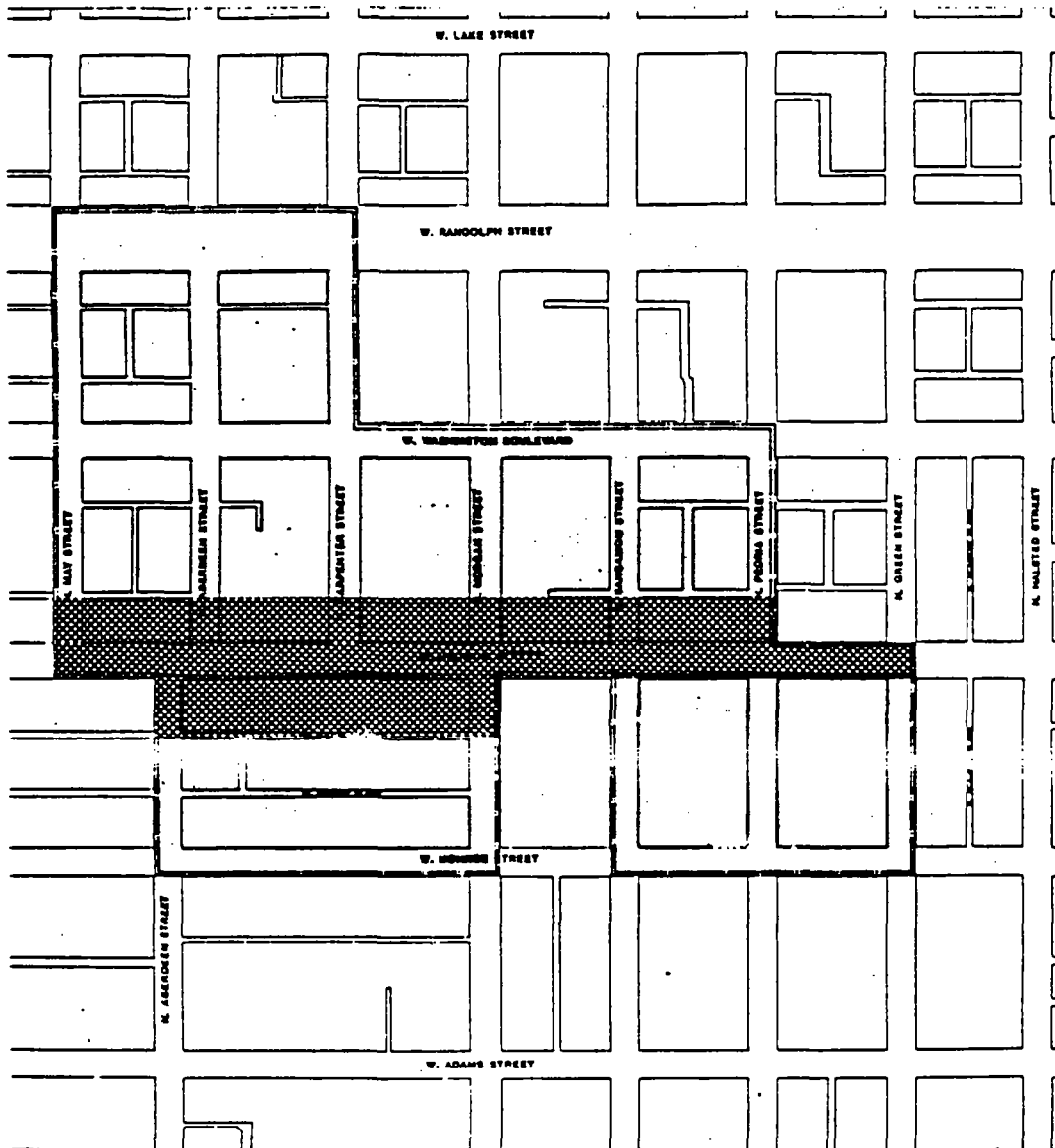
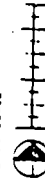
Madison Racine RPA/TIF

PROPOSED

LAND USE

DATE 1/24/89

NORTH SCALE



MIXED USE  
COMMERCIAL  
BUSINESS





PREDOMINANTLY  
COMMERCIAL/INDUSTRIAL



Exhibit "C"  
(See Notation on page 25889)

Madison Racine RPA/TIF

TITLE	Boundary	DATE	1/24/89
	RPA/TIF	NORTH SCALE	
	Area		





AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO  
SETTLEMENT AGREEMENT REGARDING *MALONEY V. CITY  
OF CHICAGO, ET AL., AND AURIEMMA, ET AL.,  
V. CITY OF CHICAGO, ET AL.*

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, Donald Hubert was appointed Special Assistant Corporation Counsel to represent the City of Chicago, its officers and agents in cases styled *Maloney v. Washington, et al.*, No. 84 C 689 in the United States District Court for the Northern District of Illinois; and

WHEREAS, Mr. Hubert has been named a defendant in cases styled *Maloney v. Rice, et al.*, No. 86 C 6026 in the United States District Court for the Northern District of Illinois and *Auriemma, et al., v. City of Chicago, et al.*, No. 86 C 9260 in said court, for acts allegedly performed in the scope of his duties as Special Assistant Corporation Counsel in the prior *Maloney* case; and

WHEREAS, The failure to defend and indemnify Mr. Hubert against the claims made against him in his role as Special Assistant Corporation Counsel will discourage qualified attorneys from accepting appointments to defend the City, its officers, agents and employees for fear of claims arising from performance of the appointment; now, therefore,

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

SECTION 1. The City Comptroller is hereby authorized and directed to pay the reasonable fees and costs heretofore and hereafter incurred in the defense of Donald Hubert in the cases styled *Maloney v. Rice, et al.*, No. 86 C 6026 in the United States District Court for the Northern District of Illinois and *Auriemma, et al., v. City of Chicago, et al.*, No. 86 C 9260 in said court, subject to audit and approval by the Corporation Counsel.

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

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

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CITY COMPTROLLER AUTHORIZED TO RECEIVE CONTRIBUTIONS  
FROM VARIOUS SOURCES FOR PARTIAL PAYMENT OF  
EMPLOYEE HEALTH CARE COVERAGE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to receive contributions from various sources for partial payment of employee health care coverage.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago provides comprehensive health care benefit programs for its employees and annuitants; and

WHEREAS, The annual appropriation ordinance provides funding for such programs; and

WHEREAS, The City from time to time receives payments from current employees, in the form of payroll deductions, to defray part of the cost of family coverage under the health care benefit programs; and payments from the various annuity funds, representing contributions to the cost of annuitants' coverage; and payments from employees on ordinary disability leave, representing their contributions to the cost of their coverage; and payments from former employees exercising their right under federal law to continue coverage at their own expense; and

WHEREAS, The City Comptroller has applied the payments described above to the costs of medical coverage for the persons described above; and

WHEREAS, The practice of the City Council has been to appropriate for the various health coverage plans only the amount in excess of the contributions described above; now, therefore,

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

SECTION 1. The City Comptroller is hereby authorized to receive payments from current employees, in the form of payroll deductions, to defray part of the cost of family coverage under the health care benefit programs; and payments from the various annuity funds, representing contributions to the cost of the annuitants' coverage; and payments from employees on ordinary disability leave, representing their contributions to the cost of their coverage; and payments from former employees exercising their rights under federal law to continue coverage at their own expense. The City Comptroller shall maintain such payments as a trust fund separate from the general funds of the City, and shall apply such payments only to the costs of the health care coverage of the persons described herein.

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

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AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO  
SETTLEMENT AGREEMENT REGARDING *CHICAGO TITLE*  
*INSURANCE COMPANY V. CITY OF CHICAGO.*

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Chicago Title Insurance Company v. City of Chicago*, No. 86 CH 5962, in the amount of \$132,500.00.

On motion of Alderman Natarus, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

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AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO  
SETTLEMENT AGREEMENT REGARDING *JONES V. CITY*  
*OF CHICAGO.*

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Jones v. City of Chicago*, No. 83 C 2430, in the amount of \$575,318.27.

On motion of Alderman Natarus, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

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EXECUTION OF GRANT AGREEMENT WITH ILLINOIS  
DEPARTMENT OF TRANSPORTATION FOR  
HIGHWAY PLANNING AND  
RESEARCH SERVICES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a grant agreement with the Illinois Department of Transportation to provide funding for highway planning and research services.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 104(f) of Title 23 U.S.C. (ie., Federal-Aid Highway Section of the U. S. Code) provides for highway planning and research funds, generally known as H.P.R. funds, to be apportioned to the State of Illinois for the purpose of carrying out Section 134 of Title 23 U.S.C.; and

WHEREAS, In 1989, the State of Illinois has allocated H.P.R. funds to the City of Chicago in an amount not to exceed \$85,000 in H.P.R. funds to cover 85 percent of the costs to the City of Chicago for planning and researching the City's highway needs; and

WHEREAS, The City of Chicago will provide the 15 percent local match in the amount not to exceed \$15,000; now, therefore,

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

SECTION 1. That the Agreement for Planning and Research Services between the State of Illinois, acting by and through its Department of Transportation, and the City of Chicago, which agreement is incorporated herein by reference, which provides financial assistance to the City in the amount not to exceed \$100,000 of which \$85,000 (85%) is the State's share, and \$15,000 (15%) is the City's share, is hereby approved.

SECTION 2. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, the Agreement for Planning and Research Services.

SECTION 3. That the Commissioner of Public Works is authorized and directed to carry out the provisions of said Agreement.

SECTION 4. That the Commissioner of Public Works is authorized and directed to execute any supporting documentation required by state and federal governments to implement the terms and provisions of said Agreement for Planning and Research Services, and to amend said Agreement provided that there is no net change in the total dollar amount of the grant.

SECTION 5. That the City's matching share in the amount not to exceed \$15,000 will be in the form of cash match from Fund 100.

SECTION 6. That the City Comptroller is authorized to disburse grant funds in accordance with the budget of the Agreement for Planning and Research Services.

SECTION 7. That this ordinance shall be in full force and effect from the date of its passage.

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AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,  
LICENSE FEE EXEMPTIONS AND REFUND OF FEES  
FOR CERTAIN CHARITABLE, EDUCATIONAL  
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred on February 10, 16 and March 8, 1989, sundry proposed ordinances and orders transmitted therewith, to authorize the issuance of free permits, license fee exemptions and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

On separate motions made by Alderman Natarus, each of the said proposed ordinances and orders was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Said ordinances and orders, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

*Bethel New Life, Incorporated.*  
(146 -- 156 South Hamlin Avenue)

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethel New Life, Incorporated, 367 North Karlov Avenue, for the rehabilitation of existing property on the premises known as 146 -- 156 South Hamlin Avenue.

Said building shall be used exclusively for low-income housing and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Bethel New Life, Incorporated.*  
*(410 -- 418 South Hamlin Avenue)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethel New Life, Incorporated, 367 North Karlov Avenue, for the rehabilitation of existing property on the premises known as 410 -- 418 South Hamlin Avenue.

Said building shall be used exclusively for low-income housing and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Bethel New Life, Incorporated.*  
*(208 -- 212 South Pulaski Road)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethel New Life, Incorporated, 367 North Karlov Avenue, for the rehabilitation of existing property on the premises known as 208 -- 212 South Pulaski Road.

Said building shall be used exclusively for low-income housing and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Bethel New Life, Incorporated.*  
*(4200 -- 4208 West Washington Boulevard)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethel New Life, Incorporated, 367 North Karlov Avenue, for the rehabilitation of existing property on the premises known as 4200 -- 4208 West Washington Boulevard.

Said building shall be used exclusively for low-income housing and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Bethel New Life, Incorporated.*  
*(4400 -- 4402 West Washington Boulevard)*

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



SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Bethel New Life, Incorporated, 367 North Karlov Avenue, for the rehabilitation of existing property on the premises known as 4400 -- 4402 West Washington Boulevard.

Said building shall be used exclusively for low-income housing and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Catholic Archdiocese/Saint Thomas Aquinas School.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Catholic Archdiocese/Saint Thomas Aquinas School, for electrical installations on the premises known as 116 North Leclaire Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Catholic Archdiocese Of Chicago/Saint William School.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of

charge, notwithstanding other ordinances of the City to the contrary, to Catholic Archdiocese of Chicago/Saint William School, for electrical installations on the premises known as 2559 North Sayre Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Oak Therapeutic School.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Oak Therapeutic School, for electrical installations on the premises known as 1135 North Cleaver Street.

Said building shall be used exclusively for education, therapy and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Warner Park And Gardens.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Warner Park and Gardens, for water hook-up fees on the premises known as 1446 West Warner Avenue.

Said building shall be used exclusively for \_\_\_\_\_ and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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LICENSE FEE EXEMPTIONS.

*Hospitals.*

*Columbus Hospital.*

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

SECTION 1. Pursuant to Chapter 137, Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1989:

Columbus Hospital  
2520 North Lakeview Avenue

SECTION 2. This ordinance shall be in force from and after its passage.

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*Swedish Covenant Hospital.*

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

SECTION 1. Pursuant to Chapter 137, Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1989:

Swedish Covenant Hospital  
5145 North California Avenue

SECTION 2. This ordinance shall be in force from and after its passage.

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*Public Place Of Amusement.*

*Randolph Gallery Corporation.*

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

SECTION 1. The Department of Revenue is hereby authorized and directed to issue a public place of amusement license, free of charge, to the Randolph Gallery Corporation, 756 North Milwaukee Avenue, notwithstanding other ordinances of the City to the contrary, for the year 1989.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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REFUND OF FEES.

*Chicago Mikvah Association, Incorporated.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the below-listed amount to the Chicago Mikvah Association, Incorporated, 6130 North Mozart Street, representing payment of permit fees for the construction of an auxiliary building on the premises at 3541 West Peterson Avenue as follows:

Permit No.: B-683523

Amount: \$558.00

*Evangelical Lutheran Church.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund to the Evangelical Lutheran Church, 8765 West Higgins Avenue, an electrical sign permit fee in the amount of \$2,198.00.

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CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL  
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN  
CHARITABLE, EDUCATIONAL AND RELIGIOUS  
INSTITUTIONS.

The Committee on Finance, to which had been referred on March 8, 1989, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

*Ordered,* That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Jewish Federation of Metropolitan Chicago 1 South Franklin Street	D7-802944 (No Parking Metered)	\$ 40.00
Mercy Girls Home 2125 West 116th Street	C2-803007 (Insp.)	187.00
Moody Church 1609 North LaSalle Street	D7-802958 (No Parking Metered)	40.00
Northwestern Memorial Hospital (various locations)	A1-807976	177.00
	A1-808124 (Elev.)	129.00

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## REPORTS OF COMMITTEES

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Name And Address	Warrant No. And Type Of Inspection	Amount
	B3-803086	\$ 34.00
	B3-803301	34.00
	B3-803309 (Pub. Place of Assemb.)	34.00
	B1-803563	368.00
	B1-803615	23.00
	B1-809831	80.50
	B1-809898 (Bldg.)	207.00
	D1-828400	16.00
	D1-828401	16.00
	D1-828402	16.00
	D1-830906 (Sign)	16.00
	P1-803398	101.00
	P1-805010	173.00
	P1-805688 (Fuel Burn. Equip.)	131.00
	R1-814210 (Drwy.)	50.00
Northwestern University (various locations)	D7-800996	280.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	D7-802259	\$1,395.00
	D7-802260	40.00
	D7-802261	120.00
	D7-802262	105.00
	D7-902263 (No Parking Metered)	725.00
Norwegian Lutheran Bethesda Home and Retirement Center 2833 North Nordica Avenue	D3-587501 (Sign)	40.00
Saint Benedict Church 2215 West Irving Park Road	A1-604003 (Elev.)	30.00
Saint Joseph Hospital 2831 North Commonwealth Avenue	D7-802067	65.00
	D7-802066 (No Parking Metered)	530.00

On motion of Alderman Natarus, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL  
AND NURSING SERVICES RENDERED CERTAIN INJURED  
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Natarus, the said proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages 25951 through  
25953 of this Journal.]

; and

*Be It Further Ordered*, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or



medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third Party Orders printed on page 25954 of this Journal.]

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17  
BY INCREASING INSPECTION AND PERMIT FEES FOR  
FUEL BURNING EQUIPMENT, BOILERS AND  
SIMILAR EQUIPMENT.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 17 of the Municipal Code of the City of Chicago concerning the inspection and permit fees for fuel burning equipment, boilers and similar equipment, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

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

(Continued on page 25955)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/23/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLENZ	POLICE OFFICER	SECOND DISTRICT	10/03/88	95.00
ALLENZ	POLICE OFFICER	SEVENTEENTH DISTRICT	10/12/88	1809.57
BELL	POLICE OFFICER	EIGHTEENTH DISTRICT	10/28/88	820.00
BEVAN	POLICE OFFICER	FIRST DISTRICT	3/25/87	37.15
BLANKS	POLICE OFFICER	ELEVENTH DISTRICT	10/11/88	95.00
BLAZIS	POLICE OFFICER	SIXTH DISTRICT	10/09/88	575.75
BUSO	POLICE OFFICER	ELEVENTH DISTRICT	8/11/88	101.50
BRIGGS	POLICE OFFICER	DETAIL UNIT	11/02/88	91.50
BROWNE	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	6/04/88	703.00
BURKE, JR	POLICE OFFICER	NINTH DISTRICT	10/27/88	57.40
BURKE	POLICE OFFICER	FIRST DISTRICT	10/18/88	303.80
BURTON	POLICE OFFICER	SEVENTH DISTRICT	10/01/88	109.75
BYNUM	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	10/17/88	21.00
CAI LAGHAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/10/88	542.50
CALVEY	POLICE OFFICER	SIXTEENTH DISTRICT	10/02/88	1011.50
CARON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/14/88	60.00
CARSON	POLICE OFFICER	VICE CONTROL SECTION	10/31/88	169.80
CARROLL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/14/88	264.03
CARVTS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/07/88	914.90
CASSIDY	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	20.25
CHANA	POLICE OFFICER	THIRTEENTH DISTRICT	11/02/87	512.00
CICHOWSKI	POLICE OFFICER	SEVENTH DISTRICT	7/03/88	32.00
CORREVA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/09/87	61.00
CRADICK	POLICE OFFICER	OHARE SECURITY	3/09/88	1750.00
CUBE	POLICE OFFICER	SECOND DISTRICT	10/10/88	6557.70
CURRINCHAM	POLICE OFFICER	SEVENTH DISTRICT	10/24/88	361.00
DALEY	POLICE OFFICER	SECOND DISTRICT	10/27/88	827.00
DEAN	POLICE OFFICER	ELEVENTH DISTRICT	10/11/88	380.00
DEASE	POLICE OFFICER	ELEVENTH DISTRICT	10/22/88	333.00
DICKIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/28/88	907.90
DITOMBARDI	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	7/14/88	9774.00
DOMAGALA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/23/88	288.30
DOMES	POLICE OFFICER	FIFTH DISTRICT	10/15/88	115.00
DOWNEY	POLICE OFFICER	SECOND DISTRICT	10/09/88	199.25
DRANKULICH	POLICE OFFICER	EIGHTEENTH DISTRICT	3/29/88	4776.00
DUFFY	POLICE OFFICER	SEVENTH DISTRICT	10/16/88	102.00
DUNLOP	POLICE OFFICER	EIGHTH DISTRICT	10/30/88	87.00
DURKIN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/16/88	310.25
DUST	POLICE OFFICER	SECOND DISTRICT	10/28/88	180.00
EDWARDS	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/05/88	154.00
EICHLER	POLICE OFFICER	TWENTIETH DISTRICT	8/30/88	850.00
ELENZ	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/15/88	150.00
ELLIOT	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/88	285.00
ENGELS	POLICE OFFICER	EIGHTH DISTRICT	10/11/88	151.00
EVANS	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/10/88	231.00
FILIPPO	POLICE OFFICER	SEVENTH DISTRICT	10/22/88	318.00
FISHER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/19/88	330.29
FLAHERTY	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/29/88	573.00
FURLO	POLICE OFFICER	FOURTH DISTRICT	10/04/88	285.25
GARCIA	POLICE OFFICER			

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/23/89

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
GARGUL JOHN M	POLICE OFFICER	FIFTEENTH DISTRICT	10/02/88	391.00
GERBER MARK A	POLICE OFFICER	FIFTEENTH DISTRICT	10/06/88	181.00
GERALI GENE R	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	732.00
GERARD JEANNETTE	POLICE OFFICER	FIFTH DISTRICT	10/18/88	312.49
GESLOSKI RICHARD	POLICE OFFICER	SIXTH DISTRICT	10/19/88	111.50
GLYNN CHARLES	POLICE OFFICER	THIRTEENTH DISTRICT	10/02/88	117.00
GOHRSCH LEO W	POLICE OFFICER	EIGHTEENTH DISTRICT	10/07/88	184.10
GORDON DEBRAH A	POLICE OFFICER	EIGHTEENTH DISTRICT	10/30/88	199.90
GRAFFIS RONALD J	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/06/88	6314.00
GRECO JR MICHAEL F	POLICE OFFICER	SIXTH DISTRICT	10/03/88	642.05
GROLDOWSKI PHILIP G	POLICE OFFICER	FOURTEENTH DISTRICT	10/09/88	231.00
GRZYB RONALD E	POLICE OFFICER	RECRUIT TRAINING	10/31/88	105.00
GUZIK DIANE K	POLICE OFFICER	RECRUIT TRAINING	10/22/88	216.00
HALL WILLIAM G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/06/88	158.00
HARRIS JON A	POLICE OFFICER	THIRD DISTRICT	8/11/88	70.00
HARRIS CHARLES	POLICE OFFICER	FIFTH DISTRICT	10/11/88	369.00
HAWKINS JR DAVID L	POLICE OFFICER	SEVENTH DISTRICT	10/16/88	111.00
HAYENIP MOLON B	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	10/19/88	306.00
HEINZE KATHLEEN G	POLICE OFFICER	TRAFFIC COURT SECTION	4/21/87	923.00
HELSOR ROBERT E	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/19/88	80.50
KATU JUNE	POLICE OFFICER	TWELFTH DISTRICT	10/05/88	55.00
KAVALAUSKAS KRISTON	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	10/27/88	30.00
KELLY MARCELLINE H	POLICE OFFICER	TENTH DISTRICT	10/07/88	196.00
KLEINSCHMIDT LUKE L	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/88	190.35
LOPEZ ROBERT R	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	10/11/88	181.00
LUME ARDOLF	POLICE OFFICER	RECRUIT TRAINING	3/21/88	325.00
MACRI JAMES	POLICE OFFICER	SECOND DISTRICT	10/16/88	93.00
MARTINEZ ROBERT	POLICE OFFICER	MARINE UNIT	10/18/88	249.60
MAZUR FRANK C	POLICE OFFICER	EIGHTH DISTRICT	10/28/88	194.80
MCCAFFERY JOSE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	5/17/88	100.00
MCCOY ALBERT JR	POLICE OFFICER	EIGHTEENTH DISTRICT	8/16/88	316.00
MCKEE DONALD R	POLICE OFFICER	FIFTEENTH DISTRICT	10/27/88	489.00
MCGINNIS GORDON T	POLICE OFFICER	THIRTEENTH DISTRICT	10/16/88	189.00
MCGINNIS MARCUS S	POLICE OFFICER	SEVENTH DISTRICT	10/07/88	406.50
MILLS JOSEPH E	POLICE OFFICER	SIXTH DISTRICT	10/05/88	325.00
MURPHY WARREN	POLICE OFFICER	FIFTEENTH DISTRICT	8/30/88	243.00
MUSTACCHIO EDWARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/24/88	149.00
MURPHY SANTI	POLICE OFFICER	FIFTH DISTRICT	10/11/88	208.00
MURPHY BEARD	POLICE OFFICER	TWELFTH DISTRICT	10/15/88	90.00
MURPHY JEFFRY R	POLICE OFFICER	TENTH DISTRICT	10/05/88	255.50
MURPHY GAVIER M	POLICE OFFICER	FIFTH DISTRICT	7/02/88	281.00
MURPHY JESSE J	POLICE OFFICER	FIRST DISTRICT	10/20/88	66.50
MURPHY ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/21/88	10.00
MURPHY MICHAEL A	POLICE OFFICER	RETAIL UNIT	10/18/88	171.00
MURPHY RICARDO	POLICE OFFICER	MARCOTIC GENERAL ENFORCEMENT	8/18/88	526.00
MURPHY WILLIAM	POLICE OFFICER	SEVENTH DISTRICT	9/30/88	345.00
MURPHY JOHN	POLICE OFFICER	PUBLIC HEARING DIVISION--SOUTH	10/30/88	58.00
MURPHY MARYANN	POLICE OFFICER	TWENTIETH DISTRICT	12/15/85	2755.00
MURPHY SEVERING	POLICE OFFICER	TENTH DISTRICT	6/09/88	535.00

CITY OF CHICAGO  
 CITY COUNCIL ORDERS  
 COUNCIL MEETING OF 3/23/89  
 REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
SIURUT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/87	160.64
STONE	POLICE OFFICER	ELEVENTH DISTRICT	10/09/88	135.00
TINNER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/11/88	28.00
TRAFICANTI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/21/88	105.50
VELEZ	POLICE OFFICER	THIRTEENTH DISTRICT	10/06/88	45.00
VILLARREAL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/88	97.50
VOGT	POLICE OFFICER	SIXTEENTH DISTRICT	10/18/88	106.50
WALKER	POLICE OFFICER	FIFTH DISTRICT	9/17/88	7385.30
WALSH	POLICE OFFICER	EIGHTH DISTRICT	10/31/88	274.00
WASKIEWICZ	POLICE OFFICER	TRAINING DIVISION	10/04/88	59.90
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	10/11/88	233.55
WILSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/30/88	91.50
WILSON	POLICE OFFICER	THIRD DISTRICT	7/02/87	40.00
WOODS	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	10/11/88	455.00
WRIGHT	POLICE OFFICER	RECRUIT TRAINING	10/10/88	117.55
ZALEWSKI	POLICE OFFICER	FIFTH DISTRICT	9/27/88	60.80
ZELAZO	POLICE OFFICER	TWENTIETH DISTRICT	10/18/88	152.00
DANKS	FIREFIGHTER	ENGINE COMPANY 162	1/05/88	7892.39
BOMBEMBER	LIEUTENANT	ENGINE COMPANY 121	10/27/85	4528.85
IELANA	PARAMEDIC	AMBULANCE 47	8/09/88	191.50
IIETZ	FIREFIGHTER	ENGINE COMPANY 110	6/15/88	3771.10
HOBERT	LIEUTENANT	ENGINE COMPANY 88	8/17/88	240.00
KESSELL	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	6/06/88	3809.73

CITY OF CHICAGO  
 CITY COUNCIL ORDERS  
 COUNCIL MEETING OF 3/23/89  
 THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLEN	POLICE OFFICER	SEVENTH DISTRICT	10/26/88	443.00
ALVARADO	POLICE OFFICER	FOURTEENTH DISTRICT	10/15/88	220.00
BOND	POLICE OFFICER	FOURTEENTH DISTRICT	11/01/88	6164.50
BOONE	POLICE OFFICER	EIGHTH DISTRICT	10/26/88	851.00
BRADY	POLICE OFFICER	CANINE UNIT	10/07/88	383.39
BYRNE	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	10/01/88	4245.20
CAGE	POLICE OFFICER	TENTH DISTRICT	2/02/84	8054.28
CARLSON	POLICE OFFICER	FIRST DISTRICT	9/08/88	694.25
CUDDY	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	180.00
D'AMICO	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	5/29/86	1803.00
DRABIK	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83	490.00
EAKELS	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/11/88	125.20
FILIPK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/23/88	572.25
GODDOLD	POLICE OFFICER	INTELLIGENCE SECTION	10/15/88	508.25
GONZALES	POLICE OFFICER	TWELFTH DISTRICT	9/04/88	3446.74
KLEIN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/88	983.00
MCCASTER	POLICE OFFICER	ELEVENTH DISTRICT	10/25/88	122.00
RICHARDSON	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	2/13/88	571.00
WALLACE JR	POLICE OFFICER	ELEVENTH DISTRICT	8/20/87	1520.00

(Continued from page 25950)

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 17, Section 17-1.12 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

17-1.12. Fees for the inspection of plans and issuing installation permits for the installation, erection, construction, reconstruction, alteration of, or addition to, steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices or installation of apparatus or devices for the prevention or arresting of the discharge of smoke, particulate, liquid, gaseous or other matter shall be as follows:

Filing fee for the evaluation of plans of steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices or installation of apparatus or devices for the prevention or arresting of the discharge of smoke, particulate, liquid, gaseous or other matter .....	[\$10.00]	\$14
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Permits for installation, erection, construction, reconstruction, alteration of, or addition to any boiler, fuel-burning combustion or process equipment or device, dustloading device or chimney.

Boilers, fuel-burning equipment used for space heating, steam and hot water generation for each unit:

Of a capacity of less than 288,000 B.T.U./hr. net output rating of boiler or furnace .....	[\$ 15.00]	\$20
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Of a capacity of 288,000 B.T.U./hr. and less than 960,000 B.T.U./hr. net output rating of boiler or furnace .....	[ \$20.00]	\$27
Of a capacity of 960,000 B.T.U./hr. and less than 2,880,000 B.T.U./hr. net output rating of boiler or furnace .....	[ 25.00]	34
Of a capacity of 2,880,000 B.T.U./hr. or more net output rating of boiler or furnace .....	[ 35.00]	47
Refuse-burning equipment, for each unit:		
With less than five square feet of grate area .....	[ 10.00]	14
With five square feet and less than 10 square feet of grate area .....	[ 15.00]	20
With 10 square feet and less than 15 square feet of grate area .....	[ 15.00]	20
With 15 square feet and less than 20 square feet of grate area .....	[ 25.00]	34
With 20 or more square feet of grate area .....	[ 30.00]	41
Per one unit operation of one unit process creating atmospheric pollution or any device controlling atmospheric pollution or any compactor .....	[ 15.00]	20

\* \* \* \* \*

## Unfired Pressure Vessels:

For each unfired pressure vessel .....	[\$ 20.00]	\$27
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SECTION 2. Chapter 17, Section 17-1.13 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

17-1.13. Fees shall be as follows for the examination or inspection of any new or reconstructed steam boiler, unfired pressure vessel, fuel or refuse-burning equipment, compactors, combustion or process equipment or device after its erection or reconstruction and before its operation and maintenance.

Boilers, fuel-burning equipment used for space heating, steam and hot water generation for each unit:

	Conversion of Fuel-Burning Equipment		New Boiler and Fuel-Burning Equipment	
Of a capacity of less than 288,000 B.T.U./hr. net output rating of boiler or furnace	[\$15.00]	\$20	[\$20.00]	\$27
Of a capacity of 288,000 B.T.U./hr. and less than 966,000 B.T.U./hr. net output rating of boiler or furnace	[ 25.00]	34	[ 30.00]	41
Of a capacity of 966,000 B.T.U./hr. and less than 2,880,000 B.T.U./hr. net output rating of boiler or furnace	[ 35.00]	47	[ 40.00]	54
Of a capacity of 2,880,000 B.T.U. /hr. or more net output rating of boiler or furnace	[ 45.00]	61	[ 55.00]	74

A permit is required for alteration of boilers or unfired pressure vessels but no fee shall be paid.

Refuse-burning equipment for each unit:

With less than five square feet of grate area .....	[\$15.00]	20
With five square feet and less than 10 square feet of grate area .....	[25.00]	34
With 10 square feet and less than 15 square feet of grate area .....	[35.00]	47



With 15 square feet and less than 20 square feet of grate area .....	[\$45.00]	\$61
With 20 or more square feet of grate area .....	[55.00]	74
Per one unit operation of one unit process creating atmospheric pollution or any device controlling atmospheric pollution or any compactor .....	[15.00]	20
Unfired Pressure Vessels:		
For each unfired pressure vessel .....	[25.00]	34

SECTION 3. Chapter 17, Section 17-1.14 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

17-1.14. Fees shall be as follows for the periodic inspection of steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices, boilers, fuel-burning equipment used for space heating, steam and hot water generation for each unit:

Of a capacity of 288,000 B.T.U./hr. and less than 2,400,000 B.T.U./hr. net output rating of boiler or furnace .....	[\$29.00]	39
Of a capacity of 2,400,000 B.T.U./hr. and less than 6,000,000 B.T.U./hr. net output rating of boiler or furnace .....	[43.00]	58
Of a capacity of 6,000,000 B.T.U./hr. or more net output rating of boiler or furnace .....	[50.00]	68
Refuse-burning equipment for each unit:		
With less than seven square feet of grate area .....	[15.00]	20
With seven square feet and less than 20 square feet .....	[22.00]	30

With 20 square feet and less than 50 square feet .....	[25.00]	\$34
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Per one unit operation of one unit process creating atmospheric pollution or any device controlling atmospheric pollution or any compactor .....	[15.00]	20
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The fee for periodic inspection shall include the issuance of a Certificate of Operation provided any defects are corrected.

Unfired Pressure Vessels:

For each unfired pressure vessel less than 18 inches in diameter .....	[\$22.00]	\$30
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For each unfired pressure vessel 18 inches or more in diameter and less than 36 inches in diameter .....	[29.00]	39
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For each unfired pressure vessel more than 36 inches in diameter .....	[36.00]	49
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A fee of [~~\$87.00~~] \$117 will be [made] *charged* for each reinspection of a boiler or other apparatus made at any site on a Saturday, Sunday or a legal holiday.

SECTION 4. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
27, SECTION 27-341(d) BY INCREASING PERMIT FEES  
FOR TEMPORARY USE OF PUBLIC WAY BY  
OVERWEIGHT VEHICLES.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 27 of the Municipal Code of the City of Chicago concerning permit fees for temporary use of the public way by overweight vehicles, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 27, Section 27-341(d) of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

27-341.

\* \* \* \* \*

(d) Whenever the application for such a permit is for the transportation of a single article which cannot be divided and which exceeds 24,000 pounds total load on any axle or exceeds 60 feet in total length or 102 inches maximum width, the commissioner of [streets and sanitation] *public works* may issue a permit only for a single trip for the load so to be transported providing that the person making such application shall have paid to the [city collector] *director of revenue* a fee of [ten dollars] *\$14* for such permit and shall have furnished a bond in the sum of \$25,000.00 to the city, conditioned so as to save the city harmless from any claim, loss or damage that may result from the granting of such permit or that may arise from or on account of any work done thereunder, and further conditioned that the grantee shall restore at his own cost, to a condition satisfactory to the commissioner of [streets and sanitation,] *public works*, any pavement, subway, tunnel, sewer, pipe, conduit, or other public utility that may be injured by reason of the transportation of such article under such permit.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
43 BY INCREASING BUILDING PERMIT FEES.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 43 of the Municipal Code of the City of Chicago concerning building permit fees, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 43, Section 43-26 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

43-26. Permit fees shall be charged as follows:

- (a) Private detached garage, shed and shelter  
shed:

	Per square foot of floor area under roof, exclusive of eaves .....	[\$0.12]	0.20
	Minimum charge .....	[20.00]	27
(b)	New buildings and other structures (except (a) above):		
	Per 1,000 cubic feet of volume .....	[6.00]	8
	Minimum charge .....	[50.00]	68
	Volume computations under (b) shall include every part of the building from the basement to the highest point of the roof and include bay windows and other projections.		
(c)	Alterations and repairs to any structures:		
	For the first \$1,000 of estimated costs .....	[10.00]	14
	For each additional \$1,000 of estimated cost <i>or fractional part</i> .....	[5.00]	7
	Minimum charge .....	[50.00]	68
(d)	Shoring, raising, underpinning, or moving of any building:		
	For each 1,000 cubic feet of volume or fractional part .....	[1.50]	2
	Minimum charge .....	[50.00]	68
(e)	Wrecking any building or structure:		
	For the first 25,000 cubic feet <i>of volume</i> .....	[65.50]	88
	For each additional 25,000 cubic feet <i>of volume</i> or fraction thereof .....	[13.50]	18
	Minimum charge .....	[50.00]	68

*Volume computations under (e) shall include every part of the building from the basement to the highest point of the roof and include bay windows and other projections.*

(f)	Fire escape, erection or alteration:		
	Four stories or less in height .....	[\$50.00]	\$68
	Each story above four .....	[6.00]	8
(g)	Canopy or marquee, erection or alteration: .....	[44.00]	59
(h)	Chimneys, isolated or over 50 feet above any roof .....	[50.00]	68
(i)	Tanks, above roof or tower:		
	400 gallon capacity or less .....	[\$34.00]	\$46
	Over 400 gallon capacity .....	[56.00]	76
	Structural supports for tank over 400 gallon capacity .....	[56.00]	76
(j)	Elevators and escalators -- power operated:		
	Five floors or less in height,		
	installed or altered .....	[\$100.00]	\$135
	Each additional floor above five .....	[11.00]	15
	Platform lift .....	[46.00]	62
	Theater curtains .....	[104.00]	140
	Stage or orchestra platforms .....	[100.00]	135
	Dumbwaiters -- power operated:		
	Five floors or less in height .....	[\$53.00]	\$72

	Each additional floor above five .....	[\$11.00]	\$15
	Hand Operated:		
	Five floors or less in height .....	[\$48.00]	\$65
	Each additional floor above five .....	[6.00]	8
	Major repair work, excluding routine maintenance:		
	For the first \$1,000 in estimated costs .....	[\$10.00]	\$14
	For each additional \$1,000 in estimated costs or fraction thereof .....	[2.50]	3
	Minimum charge .....	[40.00]	54
(k)	Amusement devices, mechanical riding, sliding, sailing or swinging, <i>per device</i> :		
	Portable -- for easy assembly or installation .....	[\$ 39.00]	\$53
	Permanent -- installed or altered .....	[217.00]	293
	Temporary seating stands .....	[178.00]	240
(l)	Ventilating systems -- mechanical, supply or exhaust:		
	Capacity -- 3,000 cubic feet of air per minute .....	[\$ 40.00]	\$54
	For each additional 1,000 cubic feet or fraction thereof per minute .....	[9.00]	12
	Increase in capacity, each 1,000 cubic feet or fraction thereof per minute .....	[9.00]	12
	Capacity shall be the sum of supply and exhaust warm air furnaces, each .....	[40.00]	54
	Ventilating systems -- natural:		

[Twenty dollars] \$27 for the first [three (3)] 3 floors, plus [two dollars] \$3 for each [one thousand] 1,000 square feet or fraction thereof for the first typical floor plus [one dollar] \$2 for each additional typical floor, with the exception of any residential building containing [four] 4 dwelling units or less.

Installation of infra-red gas-fired units:

	First unit .....	[\$ 19.00]	\$26
	Each additional unit .....	[5.00]	7
(m)	Fences over 5 feet high for first 100 lineal feet .....	[28.00]	38
	Each additional 100 lineal feet or part thereof .....	[7.00]	9
(n)	Tanks for hazardous liquids, as provided in Section 43-18, shall be as follows:		
	Classes I, II and III flammable liquids:		
	121 to 1,000 gallons, each tank .....	[\$55.00]	\$74
	Each additional 1,000 gallons or fraction thereof, per tank .....	[2.50]	3
	To remove or abandon in place, each tank .....	[26.00]	35
	Other tanks for hazardous liquids, as defined in Section 43-18:		
	500 to 1,500 gallons, each tank .....	[\$55.00]	\$74
	Each additional 1,000 gallons or fraction thereof, per tank .....	[2.50]	3
(o)	Temporary platforms for public assembly units .....	[60.00]	81



(p)	Roof of any building, recoating or recovering .....	[\$28.00]	\$38
(q)	Billboards, signboards, roof signs, ground signs and painted wall signs, erection, construction or alteration:		
	Up to 150 square feet .....	[\$16.00]	\$22
	151 to 375 square feet .....	[28.00]	38
	For each additional 375 feet or fractional part thereof .....	[7.00]	9
	Roof signs which are 12 feet or more above the roof and have 60 or more square feet of area per face, add .....	[50.00]	68
	Ground signs, the tops of which are more than 24 feet above the surrounding street level or surrounding grade level, whichever is higher, add .....	[50.00]	68

For the purpose of determining the amount of the fee herein required to be paid, every part of a structure separated by dividing walls as required by Chapter 51 shall be considered as a separate building.

SECTION 2. Chapter 43, Section 43-34 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

43-34. The fee of [forty-five dollars] *\$61* shall be paid to the Director of Revenue for the approval of plans, and inspection, and test, of any plumbing within any building containing not more than five plumbing fixtures. An additional fee of [seven dollars] *\$9* shall be paid for every plumbing fixture in excess of five within such building.

SECTION 3. Chapter 43, Section 43-34.1 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

43-34.1. Plumbing fixture replacement. The fee for the replacement of one to five plumbing fixtures shall be [thirty-five dollars.] *\$47*. An additional fee of [five dollars] *\$7* shall be paid for each additional plumbing fixture replaced within the same building.

SECTION 4. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE  
CHAPTER 46 BY INCREASING BUILDING  
INSPECTION FEES.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 46 of the Municipal Code of the City of Chicago concerning building inspection fees, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 46, Section 46-6 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

46-6. The fee for the annual inspection of buildings, except public assembly units, shall be paid to the Director of Revenue and shall be based on the number of square feet of floor area as follows:

For the first 25,000 square feet or fraction thereof .....	<del>\$(23.00)</del>	\$31
For each additional 25,000 square feet or fraction thereof .....	[11.50]	16

The fee for annual inspection of public assembly units shall be paid to the Director of Revenue and shall be based on the number of square feet of floor area as follows:

For the first 25,000 square feet or fraction thereof .....	<del>\$(34.00)</del>	\$46
For each additional 25,000 square feet or fraction thereof .....	[17.00]	23

For purposes of determining the amount of the fee every part of a building or structure separated by dividing walls as required by the provisions of Chapter 51 shall be considered a separate building.

SECTION 2. Chapter 46, Section 46-8 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

46-8. The fee for semi-annual inspection of an iron or steel curtain shall be ~~[\$52.50;] \$71~~; for semi-annual inspection of an asbestos curtain, ~~[\$15.50.] \$21~~.

SECTION 3. Chapter 46, Section 46-15 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

46-15. The fee for semi-annual inspection of an elevator or manlift, movable stage or orchestra floor or platform lift, dumbwaiter or escalator shall be:

For an elevator or manlift ten floors or less .....	<del>\$(30.00)</del>	\$41
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For an elevator or manlift above ten floors but less than 20 floors .....	[\$33.00]	\$45
Skip stops shall be considered as a floor of the building		
Escalator .....	[30.00]	41
Dumbwaiter .....	[30.00]	41
Movable stage or orchestra floor .....	[30.00]	41
Platform lift .....	[30.00]	41
Hinged platform lift .....	[15.00]	20

SECTION 4. Chapter 46, Section 46-17 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

46-17. A fee shall be charged for [such] *the annual inspection of tier seats and grandstands* as follows: where the seating capacity is [five thousand or less, thirty-five dollars;] *5,000 or less, \$47*; where the seating capacity is more than [five thousand, fifty dollars.] *5,000, \$68*.

SECTION 5. Chapter 46, Section 46-23 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

46-23. The annual inspection fees for the inspection of billboards, signboards and other outdoor signs shall be as follows:

Up to 150 square feet <i>of area</i> .....	[\$12.00]	16
151 to 375 square feet .....	[16.00]	22
For each additional 375 square feet or fractional part thereof .....	[4.00]	5
Roof signs which are 12 feet or more above the roof and have 60 or more square feet of area per face, add .....	[50.00]	68
Ground signs, the tops of which are more		

than 24 feet above the surrounding street level or surrounding grade level, whichever is higher, add ..... \$[50.00] 68

SECTION 6. Chapter 46, Section 46-41 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the lanugage in italics, as follows:

46-41. The fee for [such] *the* annual inspection of a *mechanical ventilation system* shall be [two dollars fifty cents per one thousand] *\$3 per 1,000* cubic feet of air per minute or fractional part thereof required by the building provisions of this Code to be circulated for ventilating purposes, including the mechanical supply and exhaust systems; provided, however, that no such charge shall be less than [19.00] *\$26*.

SECTION 7. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE  
CHAPTER 80, SECTION 80-24.3 BY INCREASING  
PERMIT FEES FOR INSTALLATION OF  
WATER HEATERS.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 80 of the Municipal Code of the City of Chicago concerning permit fees for installation of water heaters, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 80, Section 80-24.3 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

80-24.3 The Commissioner of Inspectional Services shall issue a permit upon the payment of a fee of [twenty-six dollars] \$35 for every water heater to be installed or connected. The receipt for the payment of said fee, together with the approved application, shall constitute the permit for such installation or connection.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 85  
BY INCREASING FEES FOR INSTALLATION AND INSPECTION  
OF REFRIGERATION EQUIPMENT.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 85 of the Municipal Code of the City of Chicago concerning fees for installation and inspection of refrigeration equipment, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 85, Section 85-71.1 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

85-71.1 The fees [provided] for the issuance of a permit for the installation of a refrigeration system shall be as follows:

Class A --	[\$67.00]	\$90	for each compressor or generator unit.
Class B --	[\$50.00]	\$68	for each compressor or generator unit.
Class C --	[\$35.00]	\$47	for each compressor or generator unit.
Class D --	[\$25.00]	\$34	for each compressor or generator unit.
Class E --	[\$15.00]	\$20	for each compressor or generator unit.

SECTION 2. Chapter 85, Section 85-71.2 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

85-71.2 The fees for annual inspections of refrigerating systems shall be as follows:

[\$12.00] \$16 for each compressor or generator unit of 3 tons or less capacity.

[\$25.00] \$34 for each compressor or generator unit of over 3 tons and not over 30 tons capacity.

[\$30.00] \$41 for each compressor or generator unit of over 3 tons and not over 30 tons capacity.

[\$35.00] \$47 for each compressor or generator unit of over 3 tons and not over 30 tons capacity.

[\$50.00] \$68 for each compressor or generator unit of over 3 tons and not over 30 tons capacity.

Compressor capacity shall be based on the applicable Air Conditioning and Refrigeration Institute (A.R.I.) published rating for the equipment involved.

The provisions of this Section 85-71.2 shall not apply to any system containing less than four pounds of refrigerant.

SECTION 3. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
86.1 BY INCREASING PERMIT AND INSPECTION FEES  
FOR ILLUMINATED SIGNS.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 86.1 of the Municipal Code of the City of Chicago concerning permit and inspection fees for illuminated signs, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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



Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 86.1, Section 86.1-13 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

86.1-13 Permit Fees. The original permit fee shall cover the first annual inspection fee. Subsequent annual inspections shall be subject to the annual inspection fee stated in Section 86.1-13.3. Permit fees shall be computed as follows:

- (a) Electric or illuminated signs projecting over the public way -- [~~\$16.00~~] *\$22* per sign, plus [~~\$0.50~~] *\$0.70* per square foot of area of each face. The area of an irregular shaped sign shall be computed by using the area of the outer perimeter design of the sign.
- (b) Electric or illuminated signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards -- [~~\$16.00~~] *\$22* per sign.
- (c) Electric or illuminated roof signs -- [~~\$24.00~~] *\$32* per sign, plus for each sign over 500 square feet [~~\$0.25~~] *\$0.35* per square foot for each square foot over 500. The fee shall be computed on the actual area of the display surface.
- (d) Electric or illuminated ground signs, any part of which projects over the public way -- fees shall be the same as computed for projecting signs as specified in subsection (a).  
  
Electric or illuminated ground signs, entirely over public property -- [~~\$16.00~~] *\$22* per sign.
- (e) Permits issued for the reerection or alteration of any electric sign, illumination of signboards or illumination of flat or wall signs -- [~~\$16.00~~] *\$22* per sign.

- (f) Permits issued for electric or illuminated signs to be erected for a period not to exceed 60 days -- 1/2 of the sign permit fee. No fee shall be less than [~~\$8.00.~~] *\$11.*
- (g) The fee for cancellation of any sign permit shall be [~~\$8.00~~] *\$11* and shall be deducted before the remaining amount is refunded.

SECTION 2. Chapter 86.1, Section 86.1-13.3 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

86.1-13.3. Annual Inspection Fees. The annual inspection fee to be charged for the signs *described* in Section 86.1-13.2 shall be as follows:

- (a) Electric or illuminated signs projecting over the public way -- [~~16.00~~] *\$22* per sign, plus [~~\$0.50~~] *\$0.70* per square foot of area of each face. The area of irregular shaped signs shall be computed by using the area of the outer perimeter design of the signs.
- (b) Electric or illuminated signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards -- [~~\$16.00~~] *\$22* per sign.
- (c) Electric or illuminated roof signs -- [~~\$24.00~~] *\$32* per sign, plus for each sign over 500 square feet [~~\$0.25~~] *\$0.35* per square foot for each square foot over 500. The fee shall be computed on the actual area of the display surface.
- (d) Electric or illuminated ground signs, any part of which projects over the public way -- fees shall be the same as computed for projecting signs as specified in subsection (a).  
  
Electric or illuminated ground signs, entirely over public property -- [~~\$16.00~~] *\$22* per sign.

SECTION 3. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
156.2, SECTION 156.2-2 BY INCREASING LICENSE  
FEES FOR MOTOR VEHICLE REPAIR SHOPS.

The Committee on Finance submitted the following report which was, on motion of

Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 156.2 of the Municipal Code of the City of Chicago concerning license fees for motor vehicle repair shops, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 156.2, Section 156.2-2(d) of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

156.2-2

\* \* \* \* \*

(d) The annual license fee for a motor vehicle repair shop shall be based on the square footage of the working area used for the repair of motor vehicles, as follows, except for automobile service stations as defined in the Chicago Zoning Ordinance under Article 8.3-4 (par. 5), Chapter 194A of the Municipal Code of the City of Chicago, in which instance the license fee shall be fixed at [~~\$25.00~~] *\$34* annually.

Class I -- up to 1,000 square feet -- [~~\$25.00~~] *\$34*

Class II -- 1,000 square feet up to 7,500 square feet -- [~~\$150.00~~] *\$203*

Class III -- over 7,500 square feet -- [\$300.00] \$405

\* \* \* \* \*

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
162, SECTION 162-18 BY INCREASING ANNUAL  
REGISTRATION FEES FOR LICENSED  
PLUMBERS.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 162 of the Municipal Code of the City of Chicago concerning annual registration fees for licensed plumbers, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 162, Section 162-18 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

162-18. (1) The fee for the examination for a plumber's license shall be [~~\$110.00~~] *\$149*.

(2) The fee for an initial plumber's license shall be [~~\$20.00.~~] *\$27*. The annual fee for renewal of such license shall be [~~\$20.00~~] *\$27*. In addition to the annual renewal fee, the fee for reinstatement of a lapsed plumber's license as provided in Section 8 of this chapter shall be [~~\$10.00~~] *\$14* for each lapsed year.

(3) The apprentice registration fee shall be \$5.00. The annual renewal fee for apprentice registration shall be \$5.00. In addition to the annual renewal fee, the fee for reinstatement of a lapsed apprentice registration shall be \$2.50 for each lapsed year.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
178. SECTION 178-4 BY INCREASING LICENSE FEES  
FOR WHOLESALE TOBACCO DEALERS.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance amending Chapter 178 of the Municipal Code of the City of Chicago concerning license fees for wholesale tobacco dealers, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 178, Section 178-4 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

178-4. The annual license fee for a wholesale tobacco dealer making or manufacturing cigars exclusively in the city and selling or dealing only in such cigars, and who does not make, manufacture, job, sell or deal in any of the other articles mentioned in Section 178-1, shall be based on the number of persons engaged in the place of business of the licensee, exclusive of traveling salesmen, as follows:

Not more than 5 persons .....	[\$10.00]	\$14.00
More than 5 and not more than 10 persons .....	[15.00]	20.00
More than 10 and not more than 20 persons .....	[20.00]	27.00
More than 20 and not more than 30 persons .....	[25.00]	34.00
More than 30 and not more than 50 persons .....	[35.00]	47.00
More than 50 and not more than 75 persons .....	[40.00]	54.00
More than 75 and not more than 100 persons .....	[50.00]	68.00
Over 100 persons .....	[75.00]	101.00

The annual license fee for a wholesale tobacco dealer dealing only in cigar leaf tobacco shall be based on the number of persons engaged, as follows:

Not more than 10 persons .....	\$35.00	\$47.00
More than 10 persons .....	75.00	101.00

The annual license fee for every other wholesale tobacco dealer, as defined in Section 178-1, shall be based on the number of persons engaged, as follows:

Not more than 3 persons .....	[\$250.00	\$338.00
More than 3 persons .....	[650.00]	878.00

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

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*Action Deferred*-- APPROVAL OF SITES SELECTED BY PUBLIC  
BUILDING COMMISSION OF CHICAGO FOR USE BY  
CHICAGO BOARD OF EDUCATION FOR  
SCHOOL PURPOSES.

The Committee on Finance submitted the following report which was, on motion of Alderman Figueroa and Alderman Shiller, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance having had under consideration an ordinance authorizing the designation of various Chicago Board of Education sites involving construction, alterations, repair, renovation and rehabilitation of schools and other facilities by the Public Building Commission of Chicago pursuant to the Public Building Commission Act, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

WHEREAS, The Legislature of the State of Illinois passed, "an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955," as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Public Building Commission of Chicago, Cook County, Illinois (the "Commission") at the request of the Board of Education of the City of Chicago (the "Board"), being a school district in the City of Chicago, has undertaken a program for the construction of public schools and other educational facilities in cooperation with the Board; and

WHEREAS, The Board has determined that it is in the best interests of the public schools in the City of Chicago that a program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities be undertaken (the "Project"); and

WHEREAS, The Commission, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated such areas lying wholly within the City of Chicago, as sites to be acquired for the Project and being legally described as hereinafter set forth; and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said sites so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following sites described in Schedule I attached hereto and made a part thereof, heretofore selected, located and designated by the Commission, as sites to be acquired for a program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities in the City of Chicago:

(See Schedule I).



SECTION 2. The Mayor of the City of Chicago and other appropriate City officers are hereby authorized and directed to do all such acts and things, including the execution of documents providing for the conveyance of such sites, to effectuate the Project and the purpose of this ordinance.

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage as required by law.

Schedule I attached to this ordinance reads as follows:

*Schedule I.*

*Chicago Public Schools.*

*Chicago Public Building Commission Projects.*

*March 17, 1989.*

Disney, Walt, Magnet  
4140 North Marine Drive  
Chicago, Illinois 60613

McPherson, James B.  
4728 North Wolcott Avenue  
Chicago, Illinois 60640

Stockton, Joseph  
4420 North Beacon Street  
Chicago, Illinois 60640

Stone, Leander, Scholastic Academy  
6239 North Leavitt Street  
Chicago, Illinois 60659

Franklin, Benjamin Performing and Creative  
225 West Evergreen Avenue  
Chicago, Illinois 60610

Inter-American Magnet School  
919 West Barry Avenue  
Chicago, Illinois 60657

LaSalle Language Academy  
1734 North Orleans Street  
Chicago, Illinois 60614

Lincoln, Abraham  
615 West Kemper Place  
Chicago, Illinois 60614

Mulligan, James A.  
1855 North Sheffield Avenue  
Chicago, Illinois 60614

Nettelhorst, Louis  
3252 North Broadway  
Chicago, Illinois 60657

Ravenswood  
4332 North Paulina Street  
Chicago, Illinois 60613

Byford, William H.  
5600 West Iowa Street  
Chicago, Illinois 60651

Avondale  
2945 North Sawyer Avenue  
Chicago, Illinois 60618

Ward, Laura S.  
410 North Monticello Avenue  
Chicago, Illinois 60624

Andersen, Hans Christian  
1148 North Honore Street  
Chicago, Illinois 60622

Carpenter, Philo  
1250 West Erie Street  
Chicago, Illinois 60622

Chopin, Frederic  
2450 West Rice Street  
Chicago, Illinois 60622

Moos, Bernhard  
1711 North California Avenue  
Chicago, Illinois 60647

Otis, James  
525 North Armour Street  
Chicago, Illinois 60622

Clark, Michelle, Middle School  
5101 West Harrison Street  
Chicago, Illinois 60644

Melody, Genevieve  
412 South Keeler Avenue  
Chicago, Illinois 60624

Cooper, Peter  
1624 West 19th Street  
Chicago, Illinois 60608

Everett, Edward  
3419 South Bell Avenue  
Chicago, Illinois 60608

Johnson, James W.  
1420 South Albany Avenue  
Chicago, Illinois 60623

Lathrop, Julia C.  
1440 South Christiana Avenue  
Chicago, Illinois 60623

Pope, Nathaniel  
1852 South Albany Avenue  
Chicago, Illinois 60623

Cather, Willa  
2908 West Washington Boulevard  
Chicago, Illinois 60612

Grant, Ulysses S.  
145 South Campbell Avenue  
Chicago, Illinois 60612

Medill, Joseph, Intermediate and Upper Grades  
1326 West 14th Place  
Chicago, Illinois 60608

Spaulding, Jesse  
1628 West Washington Boulevard  
Chicago, Illinois 60612

Cardenas, Lazaro  
2345 South Millard Avenue  
Chicago, Illinois 60623

Henson, Matthew A.  
1326 South Avers Avenue  
Chicago, Illinois 60623

Herzl, Theodore  
3711 West Douglas Boulevard  
Chicago, Illinois 60623

Hughes, Charles Evans  
4247 West 15th Street  
Chicago, Illinois 60623

Paderewski, Ignace  
2221 South Lawndale Avenue  
Chicago, Illinois 60623

Sumner, Charles  
4320 West 5th Avenue  
Chicago, Illinois 60624

Webster, Daniel  
4055 West Arthington Street  
Chicago, Illinois 60624

Abbott, Robert S.  
3630 South Wells Street  
Chicago, Illinois 60609

Doolittle, James R., Jr. (West)  
521 East 35th Street  
Chicago, Illinois 60616

Drake, John B.  
2722 South Dr. Martin Luther King Jr. Drive  
Chicago, Illinois 60616

Einstein, Albert  
3830 South Cottage Grove Avenue  
Chicago, Illinois 60653

Healy, Robert  
3010 South Parnell Avenue  
Chicago, Illinois 60616

Hearst, Phoebe Apperson  
4640 South Lamon Avenue  
Chicago, Illinois 60638

Holmes, Oliver Wendell  
955 West Garfield Boulevard  
Chicago, Illinois 60621

Beethoven, Ludwig Van  
25 West 47th Street  
Chicago, Illinois 60609

Dyett, Walter H., Middle School  
555 East 51st Street  
Chicago, Illinois 60615

Farren, John  
5055 South State Street  
Chicago, Illinois 60609

Hartigan, Edward  
8 West Root Street  
Chicago, Illinois 60609

Overton, Anthony  
221 East 49th Street  
Chicago, Illinois 60615

Terrell, Mary C.  
5410 South State Street  
Chicago, Illinois 60609

Hope, John, Community Academy  
5515 South Lowe Avenue  
Chicago, Illinois 60621

Murray, Philip, Language Academy  
5335 South Kenwood Avenue  
Chicago, Illinois 60615

Oakenwald South, Intermediate and Upper Grades  
4071 South Lake Park Avenue  
Chicago, Illinois 60653

Reavis, William Claude  
834 East 50th Street  
Chicago, Illinois 60615

Sexton, Austin O.  
6020 South Langley Avenue  
Chicago, Illinois 60637

Raster, Hermann  
6936 South Hermitage Avenue  
Chicago, Illinois 60636

Morgan, Garrett A.  
8407 South Kerfoot Avenue  
Chicago, Illinois 60620

Turner-Drew Language Academy  
9300 South Princeton Avenue  
Chicago, Illinois 60620

Vanderpoel, John H., Humanities Academy  
9510 South Prospect Avenue  
Chicago, Illinois 60643

Whistler, John  
11533 South Ada Street  
Chicago, Illinois 60643

White, Edward H., Branch of  
1136 West 122nd Street  
Chicago, Illinois 60643

Smith, Wendell  
744 East 103rd Street  
Chicago, Illinois 60628

Aldridge, Ira F.  
630 East 131st Street  
Chicago, Illinois 60627

Curtis, George W.  
32 East 115th Street  
Chicago, Illinois 60628

Austin Community Academy High School  
231 North Pine Avenue  
Chicago, Illinois 60644

Clemente, Roberto, Community Academy  
1147 North Western Avenue  
Chicago, Illinois 60622

Flower, Lucy L., Vocational High School  
3545 West Fulton Boulevard  
Chicago, Illinois 60624

Foreman, Edwin G., High School  
3235 North Leclaire Avenue  
Chicago, Illinois 60641

Kelvyn Park High School  
4343 West Wrightwood Avenue  
Chicago, Illinois 60639

Lake View High School  
4015 North Ashland Avenue  
Chicago, Illinois 60613

Lane, Albert G., Technical High School  
2501 West Addison Street  
Chicago, Illinois 60618

Near North Career Metropolitan High School  
1450 North Larrabee Street  
Chicago, Illinois 60610

Orr, Rezin, Community Academy High School  
730 North Pulaski Road  
Chicago, Illinois 60624

Prosser, Charles A., Vocational High School  
2148 North Long Avenue  
Chicago, Illinois 60639

Roosevelt, Theodore, High School  
3436 West Wilson Avenue  
Chicago, Illinois 60625

Schurz, Carl, High School  
3601 North Milwaukee Avenue  
Chicago, Illinois 60641

Senn, Nicholas, Metropolitan High School of Technology  
5900 North Glenwood Avenue  
Chicago, Illinois 60660

Steinmetz, Charles P., High School  
3030 North Mobile Avenue  
Chicago, Illinois 60634

Taft, William Howard, High School  
6545 West Hurlbut Street  
Chicago, Illinois 60631

Von Steuben, Frederick W., Metropolitan High  
Schools of Sciences  
5039 North Kimball Avenue  
Chicago, Illinois 60625

Westinghouse, George, Vocational High School  
3301 West Franklin Boulevard  
Chicago, Illinois 60624

Collins, George W., High School  
1313 South Sacramento Boulevard  
Chicago, Illinois 60623

Crane, Richard T., High School  
2245 West Jackson Boulevard  
Chicago, Illinois 60612

Cregier, DeWitt C., Vocational High School  
2040 West Adams Street  
Chicago, Illinois 60612

Curie, Maria Sklodowska, Metropolitan High School of the Arts  
4959 South Archer Avenue  
Chicago, Illinois 60632

DuSable, Jean Baptiste Point, High School  
4934 South Wabash Avenue  
Chicago, Illinois 60615

Farragut, David, G., Career Academy High School  
2345 South Christiana Avenue  
Chicago, Illinois 60623

Hyde Park Career Academy High School  
6220 South Stony Island Avenue  
Chicago, Illinois 60637

Juarez, Benito, High School  
2150 South Laflin Street  
Chicago, Illinois 60608



Kennedy, John F., High School  
6325 West 56th Street  
Chicago, Illinois 60638

Manley, Hugh, High School  
2935 West Polk Street  
Chicago, Illinois 60612

Marshall, John, Metropolitan High School  
of Medical and Health Services  
3250 West Adams Street  
Chicago, Illinois 60624

Phillips, Wendell, High School  
244 East Pershing Road  
Chicago, Illinois 60653

Richards, Ellen H., Vocational High School  
5516 South Maplewood Avenue  
Chicago, Illinois 60629

Tilden, Edward, High School  
4747 South Union Avenue  
Chicago, Illinois 60609

Young, Whitney, Magnet High School  
211 South Laflin Street  
Chicago, Illinois 60607

Bogan, William J., High School  
3939 West 79th Street  
Chicago, Illinois 60652

Bowen, James H., High School  
2710 East 89th Street  
Chicago, Illinois 60617

Calumet High School  
8131 South May Street  
Chicago, Illinois 60620

Carver, George Washington, High School  
13100 South Doty Avenue  
Chicago, Illinois 60627

Chicago Vocational High School  
2100 East 87th Street  
Chicago, Illinois 60617

Corliss, George H., High School  
821 East 103rd Street  
Chicago, Illinois 60628

Fenger, Christian, High School  
11220 South Wallace Street  
Chicago, Illinois 60628

Harlan, John M., Community Academy High School  
9652 South Michigan Avenue  
Chicago, Illinois 60628

Hirsch, Emil G., Metropolitan  
7740 South Ingleside Avenue  
Chicago, Illinois 60619

Hubbard, Gordon, S., High School  
6200 South Hamlin Avenue  
Chicago, Illinois 60629

Julian, Percy L., High School  
10330 South Elizabeth Street  
Chicago, Illinois 60643

Kenwood Academy High School  
5015 South Blackstone Avenue  
Chicago, Illinois 60615

King, Martin Luther, Jr. (Dr.) High School  
4445 South Drexel Boulevard  
Chicago, Illinois 60653

Lindblom, Robert, Technical High School  
6130 South Wolcott Avenue  
Chicago, Illinois 60636

Morgan Park High School  
1744 West Pryor Avenue  
Chicago, Illinois 60643

Robeson, Paul, High School  
6835 South Normal Avenue  
Chicago, Illinois 60621

South Shore Community Academy High School  
7529 South Constance Avenue  
Chicago, Illinois 60649

1. Disney, Walt, Magnet  
Unit No. 8000

Parcel 1:

Lots 11 and 12 in the School's Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, and also that part of the accretions east of and adjoining said Lots 11 and 12 and lying West of the west boundary line of Lincoln Park as shown on Plat recorded October 5, 1917 as Document No. 6205438; also

Parcel 2:

Lots 17 and 18 (except that part of said Lots taken or used for street) in the School's Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian; also

Parcel 3:

Vacated street lying East of and adjoining Lots 17 and 18 and lying West of and adjoining Lots 11 and 12 in the School's Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

2. McPherson, James B.  
Unit No. 4800

Parcel 1:

Lots 3 to 7 inclusive and the north half of Lot 8, also the north 34 feet of Lot 19, all of Lots 20 to 22 and vacated alleys also Sublots 1 to 5 inclusive of Jos. P. Tracy's Resubdivision of Lots 23 and 24. Block 2 "Ravenswood" being a subdivision of the northeast quarter (except the north 20 acres of east half thereof) also the northeast quarter of the southeast quarter of Section 18 and south half of southwest quarter of northwest quarter of Section 17, Township 40 North, Range 14 East of Third Principal Meridian in Cook County, Illinois; also Sublots 1 to 4 inclusive of Stave & Schneider's Sublots 1 and 2 in Block 2.

3. Stockton, Joseph  
Unit No. 6060

## Parcel 1:

Lots 77 to 84 in the subdivision of the south quarter of the east half of the northwest quarter (except the east 569.25 feet) in Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; also

## Parcel 2:

Lot 60 in Sunnyside Addition to Sheridan Park in the northwest quarter of Section 17, aforesaid, being a subdivision of the south 663 feet of part of the west half of the northwest quarter east of Clark Street (except streets, etc.); also

## Parcel 3:

Lots 1 to 7, both inclusive in A. J. Pruitt's Resubdivision of Lots 36 to 39, both inclusive, and Lots 52 to 59, both inclusive, in Sunnyside Addition to Sheridan Park, aforesaid; also

## Parcel 4:

Sub-lots 1 to 10, both inclusive, in Robert W. T. Christianson's Resubdivision of Lots 61 to 72, both inclusive, in Sunnyside Addition to Sheridan Park, aforesaid, and vacated north and south public alley; all in Cook County, Illinois.

4. Stone, Leander, Scholastic Academy  
Unit No. 6070

## Parcel 1:

Lots 1 to 18, Block 3 and Lots 1 to 18, Block 4, Wietor's Devon-Leavitt Addition to North Edgewater in the north half of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, and vacated alleys and street, in Cook County, Illinois.

5. Franklin, Benjamin, Performing And Creative Arts Magnet School  
Unit No. 3420

## Parcel 1:

Lots 2 to 5, both inclusive, except that part used for street in Sullivan's Subdivision of the north part of Lots 166 and 167 in Bronson's Addition to Chicago in the northeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 2:

South 160 feet of Lot 166 (except west 23 feet thereof) and south 160 feet of Lot 167 (except alley) in Bronson's Addition to Chicago, aforesaid; also

## Parcel 3:

Lots 73 to 88 and Lots 81 1/2, 82 1/2, 85 1/2 and 86 1/2, all inclusive, in Ogden's Subdivision of Lots 142 to 151, 154 to 156, 163 to 165, 168 to 173, 176 and 178 to 183, in Bronson's Addition to Chicago, aforesaid; also

## Parcel 4:

Lots 174 and 175 in Bronson's Addition to Chicago, aforesaid; also

## Parcel 5:

Lots 1, 2 and Lots 4 to 8, both inclusive, in Assessor's Division of Lots 185 and 186 in Bronson's Addition to Chicago, aforesaid; also

## Parcel 6:

Lots 1, 2 and 3 in the Superior Court Commissioner's Subdivision of Lot 3 in the Assessor's Division of Lots 185 and 186 in Bronson's Addition to Chicago, aforesaid; also

## Parcel 7:

North half of Lot 184 in Bronson's Addition to Chicago, aforesaid; also

Parcel 8:

Lots 1 and 2 in subdivision of south half of Lot 184 in Bronson's Addition to Chicago, aforesaid.

6. Inter-American Magnet School  
Unit No. 4890

Parcel 1:

Sublots 1 to 8, inclusive, in Lockwood's Subdivision of Lot 15, in Block 4 in Canal Trustee's Subdivision of the east half of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, and the north half of vacated West Nelson Street lying South of and adjoining Lots 5 to 8, inclusive, in Lockwood's Subdivision of Lot 15, aforesaid; also

Parcel 2:

Lots 1 to 6, inclusive in Mitchell's Subdivision of Lot 12 in Noble Bickerdike Clarke Subdivision in Block 4 in Canal Trustee's Subdivision, and the north half of vacated West Nelson Street lying South of and adjoining Lots 4 to 6, inclusive, in Mitchell's Subdivision of Lot 12, aforesaid; also

Parcel 3:

North half of west 100 feet of Lot 11 and south half of west 50 feet of Lot 11 (except street), in Block 4 in Canal Trustee's Subdivision, and the north half of vacated West Nelson Street lying South of and adjoining the south half of west 50 feet of Lot 11 (except street); also

Parcel 4:

Lots 1 and 2, in Kraemer and Weber's Subdivision of the south half of Lot 11 (except west 50 feet thereof) and south half of Lots 7 and 8 and the west half of vacated street adjoining said south half of Lot 7 in Block 4 in Canal Trustee's Subdivision, and the north half of vacated West Nelson Street lying South of and adjoining Lots 1 and 2, in Kraemer and Weber's Subdivision of the south half of Lot 11, aforesaid, all in Cook County, Illinois.

7. LaSalle Language Academy  
Unit No. 4420

## Parcel 1:

Lots 14 to 39, both inclusive, in subdivision of Lots 35, 36, 37 and that part north of north line of Eugenie Street of Lot 34 in Gale's North Addition to Chicago, being a subdivision of the southwest quarter of the southeast quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 2:

The east half of the west 267 feet of Sublot 1; all Sublot 2; the west 267 feet of Sublots 3 and 4, all in Assessor's Division of Lot 38, in Gale's North Addition to Chicago, being a subdivision of the southwest quarter of the southeast quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and vacated alleys.

8. Lincoln, Abraham  
Unit No. 4480

## Parcel 1:

Lots 22 to 26 of Wm. Kemper's Subdivision of that part lying North of the south 150 feet of the west half of Block 6 also except the north 18 feet of Lot 2 of Assessor's Division of the east half of Block 6 in Canal Trustees' Subdivision of the north half and the north half of the southeast quarter and the east half of the southwest quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

9. Mulligan, James A.  
Unit No. 5010

## Parcel 1:

Lots 27 to 34 in Subblock 4 of Block 5 in Sheffield Addition to Chicago in the southwest quarter of Section 29, southeast quarter and the south half of the northeast quarter of Section 31, all of Section 32 and the west half of the southwest quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

10. Nettelhorst  
Unit No. 5070

Parcel 1:

South 89.76 feet of the north 122.76 feet of the east 321.43 feet of Lot 30, in Pine Grove, in Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

East 33 feet of subdivision Lot 1 in Gehrke & Bruckman's Subdivision of the west part of the north 122.76 of Lot 30 in Pine Grove, aforesaid; also

Parcel 3:

Lots 1 to 5 of Peter's Resubdivision of Sublots 1 to 5 of H. M. Peter's Subdivision of part of Lot 30 in Pine Grove, aforesaid; also

Parcel 4:

Sublots 6 to 14 in H. M. Peter's Subdivision of part of Lot 30, in Pine Grove, being a subdivision of Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

11. Ravenswood  
Unit No. 5550

Parcel 1:

Lots 1 to 12 in Block 25, Ravenswood, being a subdivision of the northeast quarter (except the north 20 acres east half thereof) also the northeast quarter of the southeast quarter of Section 18, Township 40 North, Range 14 East, and the south half of the southwest quarter of the northwest quarter lying West of Clark Street of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.



12. Byford, William H.  
Unit No. 2550

Parcel 1:

Lots 1 to 36, inclusive, in Block 9 of the resubdivision of Blocks 1, 2, 8, 9, 10 and 11 of Salisbury's Subdivision of the east half of the southeast quarter of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois and vacated alley.

13. Avondale  
Unit No. 2140

Parcel 1:

Lots 6 to 48 in Subblock 1 of Hull's Subdivision of Block 7 (except the north 122 feet of east 123 feet thereof) in Brands Subdivision of the northeast quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois; also

The north 122 feet of the east 123 feet of Block 7, in Brands Subdivision of the northeast quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois and vacated alley.

14. Ward, Laura S.  
Unit No. 5470

Parcel 1:

The south half of Lot 12 and Lots 13 to 23, inclusive, in Van Wyck's Subdivision of Block 15 in W. J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lots 11 to 18, inclusive, in Van Bezey's Subdivision of Lots 24 to 41, inclusive, of Van Wyck's Subdivision of Block 15 in W. J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

## Parcel 3:

Lots 6, 7, 8 and Lot 9 (except that part of Lot 9 taken or used for street) in Elizabeth Howell's Subdivision of part of Block 16 in W. J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois.

15. Andersen, Hans Christian  
Unit No. 2060

## Parcel 1:

Lots 1 to 25 and 37 to 59 in Lull & Mayer's Subdivision of the west half of Block 1, in Cochran's Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and vacated alleys.

16. Carpenter, Philo  
Unit No. 2640

## Parcel 1:

The east 213 feet of the north 205 feet of Block 6 in Taylor's Subdivision of Block 1 of Assessor's Division of the east half of the northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian; also Lot 30 (except the west 2 feet thereof) and all of Lots 31 to 58, both inclusive, in the subdivision of the west 1,050 feet of Block 6 in Taylor's Subdivision aforementioned; together with vacated street and alley, all in Cook County, Illinois; also

## Parcel 2:

Lots 1 to 23, both inclusive, in the subdivision of that part of Block 2 lying North of Erie Street in the Assessor's Division of the east half of the northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

17. Chopin, Frederic  
Unit No. 2770

## Parcel 1:

Lots 1 to 19, both inclusive, and Lots 31 to 49, both inclusive, in Block 3 of Carmichael's Subdivision of north three-fourths of east half of southeast quarter of southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, and vacated alley.

18. Moos, Bernhard  
Unit No. 4870

## Parcel 1:

Lots 3 to 25, inclusive, and the north 9 feet of Lot 26 in Louis' Subdivision of the southwest part of Block 6 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

19. Otis School  
Unit No. 5220

## Parcel 1:

Lots 1 to 23, both inclusive, of resubdivision of Lots 1 to 15, in Block 14 in Bickerdike's Addition to Chicago in west half of northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois; also

## Parcel 2:

Lots 16 to 30, both inclusive, in Block 14 in Bickerdike's Addition to Chicago in west half of northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

20. Clark, Michele, Middle School  
Unit No. 6620

## Parcel 1:

That part of Lots 178, 190, 191, 192 and 193 and of vacated South Lemington Avenue, in School Trustee's Subdivision of the north part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, lying North of the north line of Flournoy Street and lying between lines that are 325 feet east and 935 feet east as measured on the north line of said lots, of and parallel to the east line of Laramie Avenue, in Cook County, Illinois; also

Parcel 2:

The south 50 feet of the north 151 feet of Lot 176 and the south 50 feet of the north 152 feet of Lots 177 and 178 all in School Trustee's Subdivision of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

21. Melody, Genevieve  
Unit No. 7190

Parcel 1:

Lots 12 to 33, both inclusive, in Block 1 in Colorado Second Addition to Chicago, being a subdivision of Lots 3 and 4 in Circuit Court Partition of the east half of the southwest quarter of the northeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

22. Cooper, Peter  
Unit No. 2890

Parcel 1:

Lots 59 to 94, both inclusive, in Block 48 in Walker's Subdivision of Blocks 33, 34, 47 and part of Block 48 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

(Does not include those parcels, or any portion thereof underlying the Cooper Upper Grade Center).

23. Everett, Edward  
Unit No. 3260

Parcel 1:

Lots 39 to 50 inclusive, in Block 24 in S. J. Walker's Subdivision of the northwest quarter of Section 31, Township 39 North, Range 14 East (south of Illinois and Michigan Canal) of the Third Principal Meridian in Cook County, Illinois.

24. Johnson, James W.  
Unit No. 6940

Parcel 1:

Lots 5 to 15, both inclusive, in Block 2 in Douglas Park Addition to Chicago in Sections 23 and 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

25. Lathrop, Julia C.  
Unit No. 6750

Parcel 1:

Lots 11 to 36, both inclusive, in Subblock 2 of Block 5 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

26. Pope, Nathaniel  
Unit No. 5480

Parcel 1:

Lots 1 to 16 in Block 7 in Douglas Park Addition to Chicago, being a resubdivision of Blocks 6, 7, 16 and 17 in the west half of the southwest quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

27. Cather, Willa  
Unit No. 6730

Parcel 1:

Lots 1 to 10, both inclusive, in Wheeler's Subdivision of Lots 1 to 8, both inclusive, and the east 4 feet of Lot 9 in S. H. Wheeler's Subdivision of Block 17 in D. S. Lee's and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley; also

Parcel 2:

Lots 4 to 10, both inclusive, in the subdivision of Lots 10 to 17 and Lot 9 (except the east 4 feet thereof) in S. H. Wheeler Subdivision of Block 17 in Lee and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys; also

Parcel 3:

Lots A, B, C, D and E and east half of Lot 23, and all of Lots 24 to 30, both inclusive, in Samuel H. Wheeler's Subdivision of Block 17 in D. S. Lee's and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

28. Grant, Ulysses S.  
Unit No. 3610

Parcel 1:

Lots 1 to 6, both inclusive, in the subdivision of Lots 32 and 33 and the west 8 feet of Lot 34 in the Circuit Court Commissioner's Partition of Lot 4 in Block 8 in Rockwell's Addition to Chicago in the northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, together with the north and south three-foot private alley east of and adjoining said Lots 1 to 6, in the subdivision aforesaid; also

Parcel 2:

The east 25 feet of Lot 34 and all of Lots 35, 36, 39 and 40 in the Circuit Court Commissioner's Partition of Lot 4 in Block 8 in Rockwell's Addition to Chicago, aforesaid; also.

## Parcel 3:

Lots 1 to 4, both inclusive, in the subdivision of Lots 37 and 38 of Superior Court Partition of Lot 4 in Block 8 in Rockwell's Addition to Chicago, aforesaid; also

## Parcel 4:

Lots 36 to 41, both inclusive, in Wilcox's Subdivision of the east half of the northeast quarter of the northeast quarter of the northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 5:

Lots 12 to 25, both inclusive, in B. W. Thomas' Subdivision of Lots 12 and 13, in Block 7 in Rockwell's Addition to Chicago in northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley (except that part taken by City of Chicago in condemnation suit, Case General No. 58-C-12620 for West Adams Street); also

## Parcel 6:

Lots 1 to 9 and 12 to 20, inclusive, in the subdivision by the Circuit Court Commissioners of Lot 11, in Block 7 in Rockwell's Addition to Chicago in northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley (except that part thereof taken by City of Chicago in condemnation suit, Case General No. 58-C-12620 for West Adams Street), and vacated part of West Wilcox Street.

29. Medill, Joseph, Intermediate and Upper Grade  
Unit No. 4810

## Parcel 1:

Lots 1 to 50, both inclusive, in Block 10 in William Sampson's Subdivision of Blocks 7, 9, 10, 15 and 16 in Sampson and Green's Addition to Chicago, a subdivision in the northwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian (except the 5 acres in the northwest corner of the east half of said tract) in Cook County, Illinois, and vacated alley.

(Does not include those parcels or any portion thereof underlying Medill, North, Primary).

30. Spalding, Jesse  
Unit No. 5990

Parcel 1:

Sublots 1 to 18, both inclusive, in Assessor's Division of Lots 6 to 10 in Block 49, Canal Trustee's Subdivision in the southeast quarter of Section 7, Township 39 North, Range 14 east of Third Principal Meridian, the north 32-1/2 feet of the south 208.9 feet of east 125 feet of Block 49, Canal Trustee's Subdivision, et cetera, Lots 1 to 8, both inclusive, in Carpenter's Subdivision of the east 125 feet of the south half of Block 49 (except the north 107.5 feet thereof) (and vacated alleys) in Canal Trustee's Subdivision, etc.; also

Parcel 2:

Lots 1, 2, 3, 11 and 12 of Subblock 4 of Page and Woods' Subdivision of Block 50 of Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, and Lots 7 and 8 in Egans' Subdivision of Lots 7 to 10 of said Subblock 4 of Block 50, and the 20-foot alley lying between said Lots in said Subblock 4 of Block 50 aforesaid; also

Parcel 3:

Lots 5 and 6 in Subblock 4 of Page and Woods Subdivision aforesaid and Lots 1, 2, 3, and 4 in Egan's Subdivision aforesaid, and the 20-foot alley lying between said Lots in Subblock 4 of said Block 50 of said Canal Trustees Subdivision, all in Cook County, Illinois.

(Does not include those parcels or any portion thereof underlying the Spaulding High School).

31. Cardenas, Lazaro  
Unit No. 4320

Parcel 1:

Lots 1 to 11, inclusive, and Lots 45 to 48, inclusive, in Block 5 of Millard and Decker's Subdivision of the east half of the east half of the northwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.



32. Henson, Matthew A.  
Unit No. 6570

Parcel 1:

Lots 1 to 13, inclusive, the north 18 feet of Lot 14 and Lots 35 to 48, inclusive, in Block 6 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

33. Herzl, Theodore  
Unit No. 3979

Parcel 1:

Lots 4 and 5 in the resubdivision of the south 33 feet of Lot 4, Lot 5, the north 34 feet of Lot 6, the south 33 feet of Lot 16, Lot 17, Lot 18 and the north 1 foot of Lot 19, together with the vacated alley to the rear of and adjoining said Lots 4, 5 and 6, all in Block 2 of Bond's Addition to Chicago in the west half of the southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

The south eight (8) feet of Lots 2 and 14, all of Lots 3 to 12, both inclusive, and all of Lots 15 to 24, both inclusive, in Block 1 in Bond's Addition to Chicago of the west half of the southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley.

34. Hughes, Charles Evans  
Unit No. 4110

Parcel 1:

Lots 1 to 6, both inclusive, and Lots 43 to 47, both inclusive, in Block 1 in Citizen's Land Association Subdivision of Blocks 7 and 8 in the subdivision by L. C. Paine Freer (as receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range

13 East of the Third Principal Meridian, in Cook County, Illinois, and south half of vacated West 15th Street and vacated alley.

35. Paderewski, Ignace  
Unit No. 6930

Parcel 1:

Lots 19 to 25, inclusive, in Block 1 of the subdivision of Lot 2 in Chas. C. Mowry's Subdivision of the east half of the northwest quarter and the west half of the west half of the northeast quarter in Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 4, inclusive, in Kesler and Hairs Subdivision of that part of Block 3 in Chas. C. Mowry's Subdivision of the east half of the northwest quarter and the west half of the west half of the northeast quarter in Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, lying North of the Chicago, Burlington and Quincy Railroad; all in Cook County, Illinois; also

Parcel 3:

Lot 6 (except the east 8 feet thereof), all of Lots 7 to 11, both inclusive, and all of Lot A in Block 7 in Millard and Decker's Subdivision of the east half of the east half of the northwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

36. Sumner, Charles  
Unit No. 6110

Lots 16 to 32, inclusive, in Gunderson and Gauger's Second Addition to Chicago, a subdivision of Lots 2, 3, 4, 5 and 6 in Block 11 in the partition of the west half of the west half of the northeast quarter and of that part lying North of the Barry Point Road of the west half of the west half of the southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian; also

Lots 1, 2 and 9 to 16, inclusive, in Block 11 in George H. Park's Addition to Chicago, a subdivision of Lots 1 and 6 in Block 9 and Lots 1 and 6 in Block 10 and Lots 1 and 7 in Block 11, all in the partition of the west half of the west half of the northeast quarter and that

part of the west half of the west half of the southeast quarter lying North of the Barry Point Road of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian; also

Lots 8, 9, 10 and 11 in Block 2 in Webster Batcheller's Subdivision of part of the east half of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian (lying North of the north line of the Chicago and Great Western Railroad of the east half of that part of the west half of the southeast quarter south of the Barry Point Road), all in Cook County, Illinois.

37. Webster, Daniel  
Unit No. 6380

Parcel 1:

Lots 12 to 38, both inclusive, in Block 1 of 12th Street Land Association's Subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, and vacated alley.

38. Abbott, Robert S.  
Unit No. 2010

Parcel 1:

Lots 51 to 70, both inclusive, and Lots 93, 94 and 101 in LeMoyne's Subdivision of the south half of Block 19 in the Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1 to 7, both inclusive, of subdivision of Lots 95 to 100, both inclusive, in LeMoyne's Subdivision, aforesaid, and vacated alleys.

39. Doolittle, James R., Jr. (West)  
Unit No. 7620

## Parcel 1:

That part of the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at the southwest corner of Lot 1 in D. J. McCormick's Subdivision of Lot 5 and that part of Lot 6 north of Bryant Street in Block 4 in Ellis West Addition to Chicago, being a subdivision of the west 86.06 acres of the southeast quarter of Section 34 aforesaid; thence North to the northwest corner of Lot 4 in Crocker's Subdivision of Sublots 23 to 26 in Vandervoort's Subdivision of Lots 1 and 2 in Block 4 aforesaid; thence East along the north line of Lots 1 to 4 in Crocker's Subdivision aforesaid and along the north line of Lot 22 in Vandervoort's Subdivision aforesaid to the east line of the west 2.0 feet of Lot 22 in Vandervoort's Subdivision aforesaid; thence South along said east line and its southerly extension to a point on a line 7.50 feet north of and parallel with a line drawn from the northwest corner of Lot 1 in D. J. McCormick's Subdivision aforesaid to the northeast corner of Lot 1 in Weston's Subdivision of Lots 4, 7 and 8 in said Block 4; thence East along said parallel line to a point on the northerly extension of the east line of Lot 10 in D. J. McCormick's Subdivision aforesaid; thence North along said extension to a point on the south line of Lots 15 to 19 in Vandervoort's Subdivision aforesaid; thence East along said south line to a point on the northerly extension of the west line of Lot 4 in the subdivision of the east 8 feet of Lot 5 and the east 8.0 feet of that part of Lot 6 lying North of Bryant Avenue, together with Lot 11 (except the east 22-1/2 feet thereof) and Lot 12 of Weston's Subdivision aforesaid; thence South along said extension to a point on the parallel line heretofore described; thence East along said parallel line to a point on the southerly extension of the center line of the alley west of and adjoining Lots 1 to 9 in the subdivision of Lot 3 in Block 4 aforesaid; thence North along said center line to a point on the westerly extension of the north line of Lot 1 in the subdivision of Lot 3 in Block 4 aforesaid; thence East along the north line of said Lot 1 to the northeast corner thereof; thence Southwesterly along the southeasterly line of Lots 1 to 9 aforesaid to the southeast corner of said Lot 9; thence West along the south line of said Lot 9 to a point on the northeasterly extension of the southeasterly line of Lot 1 in Weston's Subdivision aforesaid; thence Southwesterly along the southeasterly line of said Lot 1 to the southeast corner thereof; thence West to the point of beginning, all in Cook County, Illinois; also

## Parcel 2:

Sublots 1 to 21, both inclusive, and Lot 22 (except the west 2 feet thereof) in Vandervoort's Subdivision of Lots 1 and 2, Block 4 in Ellis West or First Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 3:

Lots 10 to 18, both inclusive, in E. Wadlow's Subdivision of Lot 3 in Block 4 in Ellis West or First Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 4:

That part of vacated alleys not included above.

(Does not include those parcels or any portion thereof underlying the Doolittle School - East.)

40. Drake, John B.  
Unit No. 3100

Parcel 1:

That part of Lots 2 through 6, both inclusive, in H. McAuley's Subdivision of Block 84 in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian lying West of the west line of South South Park Way as widened by Condemnation Proceeding, Circuit Court Case No. B 74323 C, in Cook County, Illinois; also

Parcel 2:

Lots 11 and 12 in McAuley's Subdivision in Block 84, in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Sublots 1 to 7, both inclusive, in Burley's Subdivision of Lots 7 to 10, in Block 84 in Canal Trustee's Subdivision, aforesaid; also

Parcel 4:

Lots 1 to 6, both inclusive, Lot 7 (except the south 4 feet thereof) and (except the east 132 feet of said lots), and Lots 17 to 24, both inclusive, in Subblock 1, in Laflin and Smith's Subdivision of Block 85 in Canal Trustee's Subdivision, aforesaid, and vacated alley; also

## Parcel 5:

A tract of land in the southwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at a point on the north line of East 29th Street, said point being the southwest corner of Lot 10 in the Assessor's Division of the east half of Block 90 in the Canal Trustee's Subdivision of the west half of Section 27 aforesaid; thence North along the east line of South Calumet Avenue to the northwest corner of Lot 16 in Block 1 in Laflin and Smith's Subdivision of Block 85 in Canal Trustee's Subdivision aforesaid; thence East along the north line of said lot and its extension to a point on the center line of the vacated 20-foot alley in said Block 1; thence North along said center line to the point of intersection with the westerly extension of the north line of the south 4.0 feet of Lot 7 in said Block 1; thence East along said north line to the west line of South South Parkway as widened by Condemnation Proceedings; Circuit Court Case No. B 74323 C; thence South along said west line to a point on the north line of East 29th Street, being also the south line of Lot 7 in the Assessor's Division of the east half of Block 90, aforesaid; thence West along said north line of East 29th Street to the place of beginning, in Cook County, Illinois.

(Does not include those parcels or a portion thereof underlying the Drake E.V.G. Center.)

41. Einstein, Albert  
Unit No. 3210

## Parcel 1:

All that part of the following described property lying East of a line 175 feet southwesterly of and parallel with the southwesterly line of Cottage Grove Avenue, as widened: the Chicago City Railway Company's Block "A" being a consolidation of sundry lots, together with vacated half street and alleys in the east part of Ellis' Addition to Chicago, formerly described as Lots 39, 40, 41 and 46, the west half of Lot 47 and that part of Lot 42 lying North of the 16-foot east and west alley as shown on the plat of Allerton's Subdivision of part of Lots 41, 42 and 44 (except Lots 1, 4, 5, 8, 9 and the east half of alley west and adjoining in Cornell's Subdivision of said lot) and Lot 45 (except that part of the southerly 22 feet of said Lot 45 lying Easterly of the following described tract of land to wit: commencing at the southwest corner of said Lot 45; thence Easterly along the south line of said Lot 45, 172.42 feet; thence Northerly at right angles with said south line of said Lot 45, 22 feet; thence Westerly parallel with said south line of said Lot 45 to the west line of said lot; and thence South on the west line of said Lot 45 to the place of beginning) all in east part of Ellis' Addition in the south half of the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, excepting from the above described premises those portions of said premises taken and used for Langley Avenue, 38th Street and Cottage Grove Avenue; also

## Parcel 2:

Lots 1 to 5, both inclusive, and the east 8 feet of vacated alley lying Westerly and adjoining said Lots 1 to 5 in Johnson's Subdivision of the east half of Lot 47 in Ellis East Addition to Chicago, in the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and south 33 feet of vacated 38th Street; also

## Parcel 3:

That part of the southerly 22 feet of Lot 45 in Ellis East Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, lying Easterly of a line drawn at right angles to the southerly line at a point 172.42 feet easterly of the southwesterly corner of said Lot 45 (except that part thereof taken for South Cottage Grove Avenue) in Cook County, Illinois; also

## Parcel 4:

Lots 1, 4, 5, 8 and 9 (except that part thereof taken for South Cottage Grove Avenue and except the south 8.5 inches of Lot 9) in Cornell's Subdivision of Lot 44 in Ellis East Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

42. Healy, Robert, School  
Unit No. 3880

## Parcel 1:

Lots 1 to 19, both inclusive, and Lots 31 to 49, both inclusive, in Block 8 in David Davis' South Addition, being a subdivision of the southeast quarter of the southwest quarter (except the east 83 feet) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated public alleys.

43. Hearst, Phoebe Apperson  
Unit No. 3890

## Parcel 1:

Lots 1 to 36, both inclusive, in Block 23 and Lots 1 to 36, both inclusive, in Block 24 in Frederick H. Bartlett's "Central Chicago" being a subdivision in the southeast quarter of Section 4 and in the northeast quarter and southwest quarter of Section 9, all in Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois and vacated street and alleys.

44. Holmes, Oliver Wendell  
Unit No. 4030

Parcel 1:

Lots 1 to 22, inclusive, in Block 4 in Eames' Subdivision of the northeast quarter of the northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 1 to 9, both inclusive, in H. C. Grays' Resubdivision of Lots 23 to 34 in Block 4 in Eames' Subdivision of the northeast quarter of the northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

45. Beethoven, Ludwig Van  
Unit No. 6540

Parcel 1:

A tract of land located in the City of Chicago, lying in the east half of the northeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian and bounded by a line described as follows: commencing at a point on the west line of South State Street 216.78 feet south of the south line of West 47th Street; thence West at right angles to the west line of South State Street, a distance of 426.41 feet; thence South along a line 426.41 feet west of and parallel to the west line of South State Street, a distance of 240 feet; thence East along a line perpendicular to the west line of South State Street to its intersection with the west line of South State Street; thence North along the west line of South State Street to the place of beginning, all in Cook County, Illinois, together with all right, title and interest of the Grantor in and to that part of South State Street abutting aforescribed tract of land.



46. Dyett, Walter H., Middle School  
Unit No. 8070

Parcel 1:

A parcel of land in the southeast quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at a point in the north line of East 51st Street (said north line of East 51st Street being 30.00 feet north of the north line of the southeast quarter of said Section 10) and 75.00 feet west of the center line of South St. Lawrence Avenue (as opened and widened according to Document No. 2302851 recorded November 6, 1895, 66 feet wide); thence South 00 degrees, 00 minutes, 00 seconds West along a line that is perpendicular to the north line of said East 51st Street, a distance of 270.00 feet to the point of beginning; thence continuing South 00 degrees, 00 minutes, 00 seconds West, a distance of 260.66 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 465.00 feet; thence South 00 degrees, 00 minutes, 00 seconds West, a distance of 240.00 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 140.00 feet; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 390.00 feet; thence South 90 degrees, 00 minutes, 00 seconds East, a distance of 215.00 feet; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 110.00 feet; thence South 90 degrees, 00 minutes, 00 seconds East, a distance of 390.00 feet to the point of beginning, excepting from the above described property the west 140 feet thereof.

47. Farren, John  
Unit No. 6661

See DuSable High School, No. 86.

48. Hartigan, Edward  
Unit No. 3790

Parcel 1:

A tract of land located in the City of Chicago, County of Cook and State of Illinois, lying in the east half of the northeast quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, and bounded by a line described as follows: commencing at the intersection of the west line of South State Street with the north line of West Root Street; thence West along the north line of West Root Street, to its intersection with the west line of South Dearborn Street; thence North along the west line of South Dearborn Street, a distance of 233.67 feet to a point; thence East along a line perpendicular to the west line of South State Street a distance of 100 feet more or less to a point being 181.27 feet west of the west line of South State Street; thence North along a line 181.27 feet West of and parallel to the west line of South State Street, to its intersection with the north line of W. F. Day's

Subdivision of part of the northeast quarter of Section 4 aforesaid; thence East along the north line of said W. F. Day's Subdivision, to its intersection with the west line of South State Street; thence South along the west line of South State Street, to the place of beginning together with all right, title and interest of the Grantor in and to that part of West Root Street and that part of South State Street abutting aforescribed tract of land.

49. Overton, Anthony  
Unit No. 6960

Parcel 1:

Lots 1 to 7, inclusive, in McCord's Resubdivision of Lots 10, 11 and 12 in Block 3 in Hardin's Subdivision of the east half of the south half of the north half of the south half of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 7, 8 and 9, (except the east 56.7 feet of said Lots 7, 8 and 9) in Block 3 in Hardin's Subdivision of the east half of the south half of the north half of the south half of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Lot "A" in the consolidation of Lots 13 to 36, both inclusive, in Hobart's Subdivision of the west half of the north half of the north half of the southeast quarter of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley lying South of and adjoining said Lot "A".

(Does not include those parcels, or a portion thereof, underlying the Overton Child-Parent Center.)

50. Terrell, Mary C.  
Unit No. 6840

Parcel 1:

Lots 1 to 8, both inclusive, and Lots 27 to 43, both inclusive, in Block 1 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois, and vacated alley.

51. Hope, John, Community Academy  
Unit No. 4130

Parcel 1:

Commonwealth Edison Company's Block "E" (except the west 141 feet 0 inches of the north 151 feet 3-5/8 inches of the south 208 feet 0 inches (except the east 4 feet 0 inches of the north 33 feet 0 inches thereof) being a consolidation of sundry lots, vacated alleys and a street in Block 40 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

52. Murray, Philip, Language Academy  
Unit No. 5030

Parcel 1:

Lots 9 and 12, both inclusive, and Lots 21 to 24, both inclusive, in Block 28 in Kimbark's Addition to Hyde Park, being a subdivision of part of the west half of the southeast quarter of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 1 to 6, both inclusive, in the subdivision of Lot 17, Lot 18 and (except the west 15 feet) Lot 19 in Block 27 in Kimbark's Addition to Hyde Park, being a subdivision of part of the west half of the southeast quarter of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Vacated South Kenwood Avenue lying East of and adjoining Lots 1 to 6 in the subdivision of Lot 17, aforementioned, as vacated by ordinance passed by the City Council of the City of

Chicago at its meeting held December 22, 1958 and duly recorded in the Office of the Recorder of Cook County, Illinois; also

Parcel 4:

The following described property taken as a tract: (except the north 20 feet) Lots 1 to 8, both inclusive, together with the private alley lying East of and adjoining Lot 5, together with the private alley lying North of and adjoining the west 3 feet of Lot 6 and north of and adjoining Lots 7 and 8, in the resubdivision of Lots 18, 19 and 20 (except the east 142 feet of Lot 18); also the east 142 feet of Lot 18, all in Block 28 in Kimbark's Addition to Hyde Park, being a subdivision of part of the west half of the southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 5:

Vacated public alley lying West of and adjoining Lot 8 (except the north 10 feet thereof) in the subdivision aforesaid, as vacated by ordinance passed by the City Council of the City of Chicago at its meeting held December 22, 1958 and duly recorded in the Office of the Recorder of Cook County, Illinois.

53. Oakenwald South, Intermediate and Upper Grades  
Unit No. 7700

Parcel 1:

Lots 1, 2, 3 and 4 in O. P. Curran's Subdivision of the south 20 feet of Lots 3 and 4 and all of Lots 5 and 6 together with that part of Michigan Terrace vacated, lying East of east line of said lots and west of west line of Michigan Terrace (reopened), 40 feet west of west line of Illinois Central Railroad, all in Block 11 in Cleaverville, being north part of Fractional Section 2, Township 38 North, Range 14, and south part of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian; also Lots 7 and 8, the north half of Lot 10, all of Lots 9, 11, 12 and 13 in Block 11, Cleaverville, aforesaid; also Lots 1, 2 and 3 of subdivision of south half of Lot 10 in Block 11, in Cleaverville, aforesaid and vacated alley, all in Cook County Illinois.

(Does not include those parcels or a portion thereof underlying Oakenwald North.)

54. Reavis, William Claude  
Unit No. 5580

## Parcel 1:

The south 1 foot of Lot 4 and all Lots 5 to 10, Lots 17 to 20, all inclusive, in resubdivision of Lots 1 to 12, both inclusive, of O. Cronkhite's Resubdivision of Lots 7 to 18, both inclusive, in Tyler and Cronkhite Resubdivision of Block 6 in Drexel and Smith's Subdivision of west half, northwest quarter and west half of west half of southwest quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley; also

## Parcel 2:

The north and south 20 foot vacated alley lying West of and adjoining the west line of Lots 5 and 6 and east of and adjoining the south 99 feet of the east line of Lot 7, aforesaid; also

## Parcel 3:

That part of the north and south 20 foot vacated alley lying West of and adjoining the west line of the south 1 foot of Lot 4 aforesaid, and south of the north line of the south 1 foot of Lot 4 aforesaid extended West, aforesaid; also

## Parcel 4:

The vacated north 10 feet of the east and west 20 foot public alley south of and adjoining the south line of Lots 17 to 20, both inclusive, in resubdivision of Lots 1 to 12 of O. Cronkhite's Resubdivision, aforesaid, and part of vacated East 50th Street; also

## Parcel 5:

Part of vacated north and south alley, lying West and North of and adjoining Lots 10 and 17 in O. Cronkhite's Resubdivision, aforesaid.

55.     Sexton, Austin O.  
       Unit No. 5830

## Parcel 1:

Lots 1 to 16, both inclusive, north 9 feet of Lot 25 and all of Lots 26, 27, 28 and 29 in Lincoln Brooke's Park End Subdivision of Lot 14 in Maher's Subdivision of southeast quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and vacated alleys.

56. Raster, Hermann  
Unit No. 5540

Parcel 1:

Lots 8 to 41, inclusive, also Sublots K & L of resubdivision of Lots 1 to 7 and 42 to 48, inclusive, and vacated alley in Block 8 of E. O. Lamphere's Addition to Englewood, a subdivision of Blocks 1 to 15, inclusive, and the north half of Block 16 in Sea's Subdivision of the east half of the southeast quarter of Section 19, Township 38 North, Range 14 East in the Third Principal Meridian, in Cook County, Illinois.

57. Morgan, Garrett A.  
Unit No. 4830

Parcel 1:

Lots 34 to 67, inclusive, and the south 9 feet of Lot 33, in Birkhoff's Addition to Auburn Park in Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

58. Turner-Drew Language Academy  
Unit No. 3110

Parcel 1:

Lots 21A and 21B and that part of Lots 20A and 20B which lies South of a straight line drawn from the most northerly corner of said Lot 21A to a point of compound curve in the westerly line of Princeton Avenue, said point being 250.53 feet northerly of the most southerly corner of said Lot 20B, measured along said westerly line of Princeton Avenue, said point is also 1,109.02 feet north of the base line, and 329.76 feet west of the west line of Wentworth Avenue, said base line forms a right angle with the east line of the west half of the southeast quarter of Section 4 at a point which is 396 feet north of the southeast corner of said east half, all in Princeton Park Unit No. 2, a subdivision of part of the west half of the southeast quarter of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat recorded May 24, 1946, in Book 359 of plats, pages 44 to 47 as Document No. 13803843; also those parts of Lots 20A and 20B in Princeton Park

Unit No. 2 aforementioned described as follows to wit: commencing at a point of compound curve in the easterly line of said Lot 20B which is also the westerly line of Princeton Avenue, said point being 250.53 feet northerly of the most southerly corner of said Lot 20B, measured along said westerly line of Princeton Avenue, said point is also 1,109.02 feet north of the base line and 329.76 feet west of the west line of Wentworth Avenue, said base line forms a right angle with the east line of the west half of the southeast quarter of Section 4 at a point which is 396 feet north of the southeast corner of said west half; thence Northeasterly along the said westerly line of Princeton Avenue a distance of 146.01 feet to a point which is 20 feet southerly of, at right angle measurement from the southerly line of Lot 25 in said Princeton Park, Unit No. 2; thence North 80 degrees 59 minutes west along a line which is 20 feet southerly of and parallel with said southerly line of said Lot 25 for a distance of 335.41 feet to the point of intersection of a line 20 feet southeasterly of and parallel with the southeasterly line of Lot 17 in Princeton Park aforesaid; thence South 36 degrees 25 minutes 20 seconds west on said last described line for a distance of 213.79 feet to the point of intersection of said line with the northerly line of Lot 21A in Princeton Park aforesaid; thence North 77 degrees 57 minutes east along the northerly line of said Lot 21A, a distance of 78.81 feet to northern most corner of said Lot 21A; thence Easterly in a straight line, a distance of 347.38 feet to the place of beginning, in Cook County, Illinois.

59. Vanderpoel, John H., Humanities Academy  
Unit No. 6250

Parcel 1:

Lot 1 and part of Lot 2, also Sublots 1 to 3 and 10 to 12 of O'Neill's Resubdivision of Lot 3 and part of Lot 2 Block 6 in Hillard & Dobbin's 1st Addition to Washington Heights being a subdivision of the east half of the northeast quarter of Section 7 and the northwest quarter of Section 8, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

60. Whistler, John  
Unit No. 6420

Parcel 1:

Lots 1 to 40, both inclusive, in Block 2 of Frederick H. Bartlett's Greater Calumet Subdivision of Chicago, being part of south half of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated public alleys.

61. White, Edward H., Branch of West Pullman  
Unit No. 6402

## Parcel A:

Lots 24 to 35, both inclusive, in Block 8 in resubdivision of Blocks 9 to 16, inclusive (except the east 141 feet of Blocks 9 and 16) in First Addition to West Pullman in northeast quarter of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley; also

## Parcel B:

That portion of Blocks 7 and 8, in resubdivision of Blocks 9 to 16, inclusive, aforesaid, described as follows, taken as a tract; commencing at the southeast corner of aforesaid Block 7; thence West in the south line of aforesaid Block 7, being the north line of West 122nd Street, a distance of 130.14 feet to the point of beginning of the following described tract of land: thence due North, a distance of 73.83 feet to a point; thence due West, a distance of 147.50 feet to a point; thence due North, a distance of 225.90 feet to a point; thence due West, a distance of 181.74 feet to the northwest corner of Lot 12 in aforesaid Block 8; thence South 0 degrees, 16 minutes, 30 seconds east in the east line of a partially vacated alley, being also the west line of Lots 12 to 23 in aforesaid Block 8, a distance of 299.74 feet to the south line of aforesaid Block 8, being the southeast corner of aforesaid vacated alley; thence due East in the south line of aforesaid Blocks 7 and 8 (being the north line of West 122nd Street), a distance of 327.80 feet to the point of beginning, in Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

62. Smith, Wendell  
Unit No. 3870

## Parcel 1:

Beginning at the northeast corner of the intersection of South Cottage Grove Avenue and 103rd Street; thence East along the north line of 103rd Street a distance of 140 feet to the point of beginning; thence East along the north line of 103rd Street a distance of 232 feet; thence North at right angle to the north line of 103rd Street (for the purpose of this description 103rd is assumed to be a due east-west Street) a distance of 338 feet; thence West along a line parallel to the north line of 103rd Street a distance of 232 feet; thence South along a line parallel to said east line of subject tract to the point of its intersection with the north line of 103rd Street, being a distance of 338 feet more or less, in Gately Park, City of Chicago, being in Section 10, Township 37 North, Range 14 East of the Third Principal Meridian; including easements and reversionary interests in the streets, alleys and other public places, in Cook County, Illinois.



63. Aldridge, Ira F.  
Unit No. 2710

Parcel 1:

That part of Block 4 lying West of a line 33 feet east of and parallel to a line which is midway between South Langley Avenue and South St. Lawrence Avenue as originally laid out (except the north 17 feet thereof) in Lockwood's Subdivision of the northeast quarter and that part lying North of the Calumet River of the southeast quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

64. Curtis, George W.  
Unit No. 3160

Parcel 1:

Lots 12 to 20, inclusive, and Lots 32 to 40, inclusive, in Block 1 in E. Stanwood's Subdivision of the south half of the south half of the southwest quarter of the northwest quarter of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 12, inclusive, in E. Stanwood's Subdivision of Lots 1 to 11, inclusive, in Block 1, together with the east 7 feet of State Street lying West of and adjoining said Lots and vacated 16-foot alley lying East of and adjoining said Lots, all in E. Stanwood's Subdivision of the south half of the south half of the southwest quarter of the northwest quarter of Section 22, Township 37 North, Range 14 East (identical with Lot 4 in Assessors Division of the west half of the northwest quarter of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian); and vacated alleys, all in Cook County, Illinois.

65. Austin Community Academy High School  
Unit No. 1220

Parcel 1:

Lots 1 to 38 in Block 12 in Frink's Resubdivision of Lots 1 to 8 in Superior Court Partition of the north 36-1/4 acres of the east half of the southeast quarter of Section 8 and the north 36-1/4 acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois; also

Parcel 2:

Lots 1 to 5 in George M. Davis' Subdivision of the north 210 feet of the east half of Block 11 in Frink's Resubdivision, et cetera; also

Parcel 3:

The east half of Block 11 (except the north 210 feet) in Frink's Resubdivision, et cetera; also

Parcel 4:

West half of Block 11 in Frink's Resubdivision, et cetera, of Sections 8 and 9, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois and vacated street and alley.

66. Clemente, Roberto, Community Academy  
Unit No. 1840

Parcel 1:

All of Block 1 in the subdivision of Block 4 in Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian (excepting that part of said Block 1 lying Westerly of a line 50 feet east of and parallel with the west line of said section) in Cook County, Illinois, including easements and reversionary interests in the streets, alleys and other public places; also

Parcel 2:

The area bounded on the east by North Western Avenue, on the north by West Potomac Avenue, on the west by the east line of the north-south alley lying between North Artesian Avenue and North Western Avenue, and on the south by the north line of the east-west alley running from North Western Avenue to North Artesian Avenue; and also the area bounded on the east by North Western Avenue, on the north by the south line of the east-

west alley running from North Western Avenue to North Artesian Avenue, on the west by a line parallel with and lying approximately 168 feet East of the east line of North Artesian Avenue, and on the south by the north line of West Division Street; said areas being legally described as follows:

Lots 1 to 22, both inclusive, in Block 8 in Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (excepting that part of said Lots 1 to 19 lying within the east 50 feet of said section) in Cook County, Illinois; including easements and reversionary interests in the streets, alleys and other public places; also

Parcel 3:

The area bounded on the north by West Division Street, on the east by North Western Avenue, on the south by West Haddon Avenue and on the west by a line parallel to and approximately 176 feet west of and parallel to the west line of North Western Avenue (as widened), being legally described as follows: Lots 1 to 8, both inclusive, and Lots 43 to 50, both inclusive, all in McCreery's Subdivision of the north half of northeast quarter of the northeast quarter of the southeast quarter, Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (excepting that part of said Lots 1 and 46 to 50 lying East of a line 50 feet west of the east line of said section) in Cook County, Illinois; including easements and reversionary interests in the streets, alleys and other public places.

67. Flower, Lucy L., Vocational High School  
Unit No. 1040

Parcel 1:

Lots 19 to 23 (except alley) and except the east 16 feet of Lot 23 lying South of alley in Downs & Bielenberg's Addition to Chicago in the southeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lot 2 (except the north 2.3 feet) all of Lots 3 to 8 and 9 and 10 (except street) subdivision of the west 5 acres north of the center of Lake Street (except north 702 feet thereof) in the southeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois.

68. Foreman, Edward G., High School  
Unit No. 1330

Parcel 1:

The southeast quarter of the southwest quarter of the southeast quarter of Section 21, Township 40 North, Range 13 East (except parts taken for streets) of the Third Principal Meridian, in Cook County, Illinois.

69. Kelvyn Park High  
Unit No. 1410

Parcel 1:

Lots 1 to 44 in Block 4 in Keeney & Pemberthy's Addition to Pennock, a subdivision of the southwest quarter of the southeast quarter of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

70. Lake View High  
Unit No. 1430

Parcel 1:

The south 325 feet of the west 200 feet of the southwest quarter of Section 17 (excepting therefrom the west 50 feet and the east 33 feet taken for streets), Township 40 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 18, inclusive (except the west 50 feet of Lots 13 to 18, taken for street purposes), in Block 5 in Ashland Addition to Ravenswood in Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois, and vacated alley.

71. Lane Technical High  
Unit No. 1440

Parcel 1:

Lot 1, in County Clerks Division of unsubdivided lands in the southeast quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except the north 33 feet and the east 50 feet thereof taken for streets).

72. Near North Career Magnet School  
Unit No. 1050

Parcel 1:

Lots 139, 141, 143, 144, 145 (except parts taken for streets), also Lot 137 (except part taken for street), all in Butterfield's Addition to Chicago in the northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 1 to 4, inclusive (except parts taken for street), in W. J. Johnson's Subdivision of Lot 138, in Butterfield's Addition to Chicago, aforementioned; also

Parcel 3:

Lots 5 to 7, inclusive (except parts taken for street), in County Clerk's Division of Lots 140 and 142 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 4:

Lots 3 and 4 (except parts taken for street), in Owners Resubdivision of Lot 142 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 5:

Lots 5 to 17, inclusive (except parts taken for streets and alley), in Hinsche's Subdivision of Lots 146 and 148 and subdivision Lot 1 of Lot 149 in Butterfield's Addition to Chicago, aforementioned; also

## Parcel 6:

Lots 1 to 9, inclusive in Eich's Subdivision of Lot 147 in Butterfield's Addition to Chicago, aforementioned; also

## Parcel 7:

That part of Lots 1 and 2 in W. S. Johnson's Subdivision of Lot 138 in Butterfield's Addition to Chicago in the northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian lying Northerly and Northeasterly at the following described lines: commencing at the east corner of Lot 137 in aforesaid Butterfield's Addition; thence West in the south line of aforesaid Lot 137 extended West, a distance of 16.08 feet to a point; thence Northwesterly in a line parallel with the southwesterly line of said Lots 1 and 2 to a point of intersection with the northwesterly line of said Lot 2 in Cook County, Illinois; also

## Parcel 8:

Lots 1 to 5, inclusive (except parts taken for street), in Bulmon's Subdivision of Lot 165 in Butterfield's Addition to Chicago, aforementioned; also

## Parcel 9:

Lots 1 to 9, inclusive, and the east 10 feet of Lot 10 in the subdivision of Lot 168 in Butterfield's Addition to Chicago, aforementioned; also

## Parcel 10:

The south half (1/2) of vacated West Weed Street lying Easterly of North Ogden Avenue and west of North Larrabee Street in Cook County, Illinois; also

## Parcel 11:

Lots 1 and 5 (except that part of said lots taken for streets) in Assessor's Division of Lot 167 in Butterfield's Addition to Chicago, aforementioned; also

## Parcel 12:

That part of Lot 166 lying Easterly of the easterly line of Ogden Avenue in Butterfield's Addition to Chicago, aforementioned; also

Parcel 13:

That part of Lots 1 and 2 lying East of the east line of Ogden Avenue in Baum's Subdivision of the west 15 feet of Lot 10 and all of Lot 11 in the subdivision of Lot 168 in Butterfield's Addition to Chicago, also the south half of the west half and the south 22 feet of the north half at the west half of Lot 167 in said Butterfield's Addition to Chicago, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded August 14, 1915 as Document 5691517, in Cook County, Illinois; also

Parcel 14:

All of West Siebens Place as opened by condemnation proceeding by Superior Court No. 92859 dated July 31, 1884 and described as follows: The north 16 feet of the south 23 feet of Lot 137; the westerly 10 feet of Lot 137 except the north 16 feet of the south 23 feet thereof; the westerly 10 feet of Lots 139, 141 and 143; the northeasterly 10 feet of Lots 140, 142 and 144; thence Northeasterly 10 feet of that part of Lot 138 lying Northerly of the north line, extended West, of the south 7 feet of Lot 137, all in Butterfield's Addition to Chicago in the northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

The southwesterly 10 feet of Lot 16 in Hinsche's Subdivision of Lots 146 and 148 and Sublot 1 of Lot 149 in Butterfield's Addition to Chicago aforementioned; also

That part of Lot 145 in Butterfield's Addition to Chicago aforementioned, which lies southwesterly of the northeasterly line of the southwesterly 10 feet of Lot 16 in Hinsche's Subdivision aforementioned, produced southeasterly to the south line of said Lot 145; also

The northeasterly 10 feet of Reserve "B" in Hinsche's Subdivision aforementioned; also

That part of the northwesterly-southeasterly 10-foot public alley lying between Lots 15 and 16; together with all of the northeasterly-southwesterly 9-foot public alley and 3.0 foot strip known as Reserve "B" (except the northeasterly 10 feet thereof) lying Southeasterly of Lots 9 to 15, both inclusive; and that part of the northwesterly-southeasterly 12-foot public alley lying between Lot 9 and Lots 5 to 8, both inclusive, and lying Southeasterly of a line drawn from a point on the southwesterly line of Lot 6, which is 39.15 feet southeasterly of the most westerly corner of Lot 5 to a point on the north line of Lot 17 which is 10.69 feet east of the northwest corner of Lot 17, all in Hinsche's Subdivision of Lots 146 and 148 and Sublot 1 in Butterfield's Addition to Chicago aforementioned in Cook County, Illinois; also

## Parcel 15:

The strip of land marked "3 Foot Reserve B" on Plat of Hinsche's Subdivision of Lots 146, 148 and Sublot 1 of Lot 149 in Butterfield's Addition to Chicago, aforementioned (except from said strip the northeasterly 10 feet) in Cook County, Illinois.

73. Orr, Rezin, Community Academy High School  
Unit No. 1830

A parcel of land in the northeast quarter of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at the point of intersection of the south line of West Chicago Avenue (being a line 50.0 feet South of and parallel with the north line of said northeast quarter) with the west line of North Pulaski Road (being a line 33.0 feet West of and parallel with the east line of said northeast quarter); thence Southerly along said west line of North Pulaski Road a distance of 199.46 feet to the point of beginning for said parcel of land; thence Westerly in a line perpendicular to the said west line of North Pulaski Road a distance of 387.50 feet to a point in a line 198.00 feet south of and parallel with the south line of said West Chicago Avenue; thence Southerly in a line 387.50 feet west of and parallel with the west line of said North Pulaski Road a distance of 502.00 feet to a point in a line 700.00 feet South of and parallel with the south line of said West Chicago Avenue; thence Easterly along the aforesaid parallel line a distance of 387.50 feet to the point of intersection with the west line of said North Pulaski Road; thence Northerly along the west line of said North Pulaski Road a distance of 500.54 feet to the point of beginning in Cook County, Illinois.

74. Prosser, Charles A., Vocational High School  
Unit No. 4770

## Parcel 1:

The west half of the northwest quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. (Except railroad and except parts taken for streets).

(Does not include those parcels or any portion thereof underlying Hanson Park Elementary School.)

75. Roosevelt, Theodore, High School  
Unit No. 1520



## Parcel 1:

Lots 3 and 4 (except street) of Clark's Subdivision of the northwest quarter of the northeast quarter of Section 14, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

76. Schurz, Carl, High School  
Unit No. 1530

## Parcel A:

That portion of Lot 2 lying southeasterly of a line drawn 5 feet northwesterly from and parallel to the southeasterly line of said Lot 2, and Lots 3 to 9, inclusive, all in Loring's Subdivision of that part of the northeast quarter of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, lying southwest of Milwaukee Avenue; also

## Parcel B:

That portion of Lot 1 in Wilcox Resubdivision in Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, lying Southwest of Milwaukee Avenue and East of the right of way of the Chicago, Milwaukee and St. Paul Railway, lying Northeasterly of a line drawn 125 feet southwesterly of and parallel to the southwesterly line of Milwaukee Avenue and lying Southeasterly of a line extended Southwesterly, drawn 5 feet northwesterly of and parallel to the southeasterly line of Lot 2 in Loring's Subdivision of part of the northeast quarter of said Section 22, all in Cook County, Illinois; also

## Parcel C:

Lots 21, 22, 23, 24, 25 and 26 in Block 3, also Lot A, all in the Gray Estate Addition to Grayland, being a subdivision of that part of southwest quarter of the northeast quarter of Section 22-40-13 East of the Third Principal Meridian, lying North of Milwaukee Avenue and west of the east 617.07 feet thereof, excepting portion marked "Not included in this subdivision", also a resubdivision of Block 6 of Grayland, having reference to subdivision plat recorded as Document No. 1452495 in Book 46 of Plats, Page 40, in the Recorder's Office of Cook County, Illinois; also

## Parcel D:

That part of the south half of the southwest quarter of the northeast quarter of Section 22-40-13 East of Third Principal Meridian, lying West of the east 617.07 feet thereof (excepting therefrom Lot 26 in Block 3 in Gray Estate Addition to Grayland, and excepting streets and highways), in Cook County, Illinois.

77. Senn, Nicholas, High School of Technology  
Unit No. 1540

Parcel 1:

Lot 41 of Kranz's 3rd Addition to Edgewater, being a subdivision of the northwest quarter of the southwest quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian and half of vacated street, in Cook County, Illinois.

78. Steinmetz, Charles P., High School  
Unit No. 1560

Parcel 1:

Lots 1 to 18 and 29 to 46 in Hield's Belmont Heights Subdivision, being a subdivision of the north half of the southwest quarter of the northwest quarter of the northwest quarter of Section 29, Township 40 North, Range 13 East; also Lots 1 to 75 and 85 to 119 in Loeb-Hammel Subdivision of the south half of the south half of the northwest quarter of the northwest quarter and the east half of the north half of the south half of the northwest quarter of the northwest quarter of Section 29, Township 40 North, Range 13 East of the Third Principal Meridian, and vacated street and alleys, in Cook County, Illinois.

79. Taft, William Howard, High School  
Unit No. 1580

Parcel 1:

Lots 1 to 49 in Block 4 and Lots 1 to 37 in Block 6, in Kinsey's Norwood Park Subdivision of Blocks 34, 35, 36 and 37 and the vacated alleys therein of Norwood Park in Section 6, Township 40 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lots 20 to 94, Wheeler's Resubdivision of Block 33 and vacated alley in Norwood Park in southeast quarter of Section 6, Township 40 North, Range 13 East of the Third Principal Meridian, and vacated streets and alleys, in Cook County, Illinois.

80. Von Steuben, Frederick W., Metropolitan High School of Sciences  
Unit No. 6290

Parcel 1:

The south 24 feet of Lot 28, all of Lots 29 to 44 and the south 24 feet of Lot 45 in Block 1, also Lot A in Johnsons Subdivision of west half of Lot 6 and all of west half of Lot 11 (except a triangular piece of the southeast corner of said west half of Lot 11 containing .678 acres and bounded as follows: beginning at a point of the southwest corner of said Lot 11, running thence on a line due East to center of Block 11 and thence due North 240 feet and from that point southwesterly to place of beginning) of Jackson's Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 East. That part of the west half Lot 11 lying South of the south line of Lot A aforesaid and north of the north line of the West Branch of Chicago River Jackson Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, and vacated parts of streets and alley, in Cook County, Illinois.

81. Westinghouse, George, Vocational High School  
Unit No. 1160

Parcel 1:

Lots 8 to 11, both inclusive, in Block 2 in Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lots 17 to 23, both inclusive, and Lots 24 to 30, both inclusive, in Block 2, the south 175 feet of the north and south alley, now vacated, lying between said lots in Block 2 and also the 175 feet of the east 33 feet of that part of Spaulding Avenue, now vacated, lying North of the north line of Kinzie Street west and adjoining said Lots 17 to 23, both inclusive, all in Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

## Parcel 3:

That part lying South of Franklin Boulevard of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, except therefrom 20 acres off the east side of said tract, conveyed by William Morton to Helen M. Kelly by warranty deed dated August 10, 1864 and recorded August 17, 1864 as Document 84957, and except that part thereof conveyed by George Hancock by warranty deed dated October 17, 1870 and recorded November 15, 1870 as Document 73336 to the West Chicago Park Commissioners and except that part thereof belonging to and occupied by Chicago and Northwestern Railroad Company; also

## Parcel 4:

Lot 16 (except the north 16 feet thereof) and all of Lots 17 to 23, inclusive and the west half of the vacated 16 foot alley lying East of and adjoining the aforesaid Lots 17 to 23, inclusive, all in Block 1 in Hayward's Subdivision aforesaid; also

## Parcel 5:

Vacated North Sawyer Avenue lying West and adjoining Lots 17 to 23, inclusive, in Block 1 and lying East and adjoining Lots 24 to 30, inclusive, in Block 2 all in Hayward's Subdivision aforesaid.

82. Collins, George W., High School  
Unit No. 1880

## Parcel 1:

That part of the northwest quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: commencing at the point of intersection of the west line of South Albany Avenue with the south line of West Roosevelt Road, the south line of said West Roosevelt Road being distant 50 feet south of the north line of the northwest quarter of said Section 24; thence "due South" along the west line of said South Albany Avenue, said west line of South Albany Avenue is to be used as a base for the following described courses, a distance of 370 feet to a point; thence "due East", a distance of 369.51 feet to the point of beginning of land herein to be described; thence continuing "due East", a distance of 410 feet to a point; thence "due South", a distance of 500 feet to a point; thence "due East", a distance of 115 feet to a point; thence "due South", a distance of 291 feet to a point; thence "due West", a distance of 225 feet to a point; thence "due North", a distance of 148 feet to a point; thence "due West", a distance of 324.19 feet to a point; thence Northerly along a curve line convex to the east, and having a radius of 1,756

feet, an arc distance of 169.77 feet, and having a chord distance of 169.70 feet and bearing of North 8 degrees, 07 minutes, 12 seconds west to a point; thence continuing Northerly along a curve line convex to the west, and having a radius of 2,475 feet, an arc distance of 192.11 feet and having a chord distance of 192.05 feet, and bearing of North 8 degrees 22 minutes 39 seconds west to a point; thence continuing Northerly along a curve line convex to the west, and having a radius of 405 feet, an arc distance of 301.95 feet and having a chord distance of 295.01, and bearing of North 14 degrees, 58 minutes ,02 seconds east to the point of beginning, all in Cook County, Illinois.

83. Crane, Richard T., High School  
Unit No. 1270

Parcel 1:

Lots 1 to 9, inclusive, in the subdivision of Lots 1, 2, 3, 31, 32, 33, 34 and 35 of Block 1 in Bank's Subdivision of Lot 9 of Block 11 in Rockwell's Addition to Chicago in the west half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 4 to 30, inclusive, in Block 1 of Bank's Subdivision of Lot 9 of Block 11 in Rockwell's Addition to Chicago, aforementioned; also

Parcel 3:

Lots 1 to 14, inclusive, and Lots 18 to 34, inclusive, of Block 2 in Bank's Subdivision, aforementioned; also

Parcel 4:

Lots 1 to 4, inclusive, in the subdivision of Lots 15, 16 and 17 in Block 2 of Bank's Subdivision, aforementioned, all in Cook County, Illinois, also vacated alleys.

84. Cregier, DeWitt C., Vocational High School  
Unit No. 1020

Parcel 1:

Lots 1 to 7, both inclusive, in J. B. Williams' Subdivision of the north 123.3 feet of Lot 2, Block 5 of Owsley's Subdivision of east half of northeast quarter of northwest quarter of Section 18, Township 39 North, Range 14, together with Lot 1 of Wilson's Subdivision of the west half of the northeast quarter of the southeast quarter of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 6, both inclusive, in Owner's Subdivision of Lots 1, 2, 3, 4 and the west 20.2 feet of Lot 5 in Seeley's Subdivision of the north 74.3 feet of Lot 1 in Block 5 in Owsley's Subdivision in east half of northeast quarter of northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; also of the north 24 feet of the south half of said Lot 1 (except the south 7 feet thereof) in Block 5 in Owsley's Subdivision aforesaid; also

Parcel 3:

Lot 5 (except the west 20.2 feet thereof) and all of Lot 6 in Seeley's Subdivision of the north 74.3 feet of Lot 1 in Block 5 of Owsley's Subdivision aforesaid, and of Lot 1 in Wilson's Subdivision; also the south 57 feet of Lot 1, the south 32 feet of Lot 2 and all of Lots 3 to 12, both inclusive in Block 5 in Owsley's Subdivision, aforesaid, and vacated alleys, all in Cook County, Illinois.

85. Curie, Marie Sklodowska, Metropolitan High School  
Unit No. 1820

Parcel 1:

That part of the south half of the northwest quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at the point of intersection of a line drawn 40.00 feet (measured perpendicularly) northwesterly of and parallel with the center line of westbound main track of the Indiana Harbor Belt Railroad Company, with the east line of South Pulaski Road (South Crawford Avenue) as condemned per Superior Court Case No. 443985; thence North along said east line 545.414 feet to the point of intersection with the southeasterly line of South Archer Avenue being also the northwesterly line of Lots 5, 6, 8 and 12 in Superior Court Partition of part of the southwest quarter of the northwest quarter of the aforesaid Section 11; thence North 51 degrees, 51 minutes, 55 seconds east along said northwesterly line 616.847 feet to a point; thence South 38 degrees, 08 minutes, 05 seconds east 185.00 feet to a point on a line 185.00 feet (measured perpendicularly) south of and parallel with said southeasterly line of

South Archer Avenue; thence South 51 degrees, 51 minutes, 55 seconds west 250 feet along said parallel line; thence South 38 degrees, 08 minutes, 05 seconds east 387.473 feet to the point of intersection with the aforesaid line drawn 40.00 feet northwesterly of and parallel with the center line of westbound main track of the Indiana Harbor Belt Railroad Company, said point of intersection being 717.309 feet (as measured along said parallel line) northeasterly of the hereinabove designated point of beginning; thence South 63 degrees 24, minutes 11, seconds west along the last described parallel line 717.309 feet to the point of beginning, all in Cook County, Illinois.

86. DuSable, Jean Baptiste Point, High School  
Unit No. 1280

Parcel 1:

Lots 1 to 48, both inclusive, in Block 3, and Lots 5 to 48, both inclusive, in Block 4 in William M. Derby's Subdivision of the southwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14 East and vacated alleys and street. Sublots 1, 2 and 3 in Harris and McGimsie's Resubdivision of Lots 1, 2, 3 and 4, in Block 4 in William M. Derby's Subdivision of the southwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

87. Farragut, David G., Career Academy High School  
Unit No. 1300

Parcel A:

Lots 24 to 33, inclusive, in Block 3 in Kralovec and Kaspar's Subdivision of the east half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian (except the south 44 acres thereof); also

Parcel B:

Lots 1 to 40, inclusive, in Block 6 in Kralovec and Kaspar's Subdivision aforesaid; also

Parcel C:

Lots 6 to 25, inclusive, in Block 7 in Kralovec and Kaspar's Subdivision aforesaid; also

## Parcel D:

Lots 4, 5 and 6 in Frank Slad's Subdivision of Lots 1 to 5 in the subdivision of Lots 4, 5 and 6 in Block 2 in Anthony Kozel's Subdivision of the north 14 acres of the south 44 acres of the east half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; also

## Parcel E:

Lots 1 to 6, inclusive, in Block 3 in Anthony Kozel's Subdivision of the north 14 acres of the south 44 acres of the east east half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, and vacated alleys, all in Cook County, Illinois.

88. Hyde Park Career Academy High School  
Unit No. 1390

## Parcel 1:

Lots 1 to 30, inclusive, in Block 2 in Parkview, a subdivision of the south 20 acres of that part of the southeast quarter of the southeast quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of Illinois Central Railroad, in Cook County, Illinois.

89. Juarez, Benito, High School  
Unit No. 1890

## Parcel 1:

Lots 11 to 31, inclusive, (except parts thereof taken or used for streets) and Lots 32 to 59, inclusive, (except parts thereof taken or used for streets); also alleys which were vacated by ordinance passed October 17, 1956 and duly recorded on November 26, 1956 as Document No. 16763350; also Lots 60 to 85, inclusive, (except parts thereof taken or used for streets); all in Kralovec and Honomichl's Subdivision of Block 13 in Johnston and Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.



90. Kennedy, John Fitzgerald, High School  
Unit No. 1420

Parcel 1:

Beginning at the point of intersection of the south line of West 56th Street and the east line of South Narragansett Avenue; thence Easterly along the said south line of West 56th Street to the center line of South Mobile Avenue; thence Southerly along the said center line of South Mobile Avenue a distance of 158.50 feet; thence Westerly and parallel to the said south line of West 56th Street to the said east line of South Narragansett Avenue; thence Northerly along the said east line of South Narragansett Avenue a distance of 158.50 feet to the point of beginning containing 100,129.20 square feet, all in the northwest quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois; also

Parcel 2:

Lots 6 to 10, both inclusive, in Block 4 in Frederick H. Bartlett's Garfield Ridge, being a subdivision of all that part of west half of west half of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, lying North of the Indiana Harbor Belt Railroad (except the northwest quarter of the northwest quarter of the northwest quarter of said Section 17) in Cook County, Illinois, and the east half of vacated South Mobile Avenue; also

Parcel 3:

Beginning at the point of intersection of the south line of West 56th Street and east line of South Narragansett Avenue; thence South along the east line of South Narragansett Avenue to a point 158.50 feet, which is the point of beginning; thence East and parallel with the south line of West 56th Street a distance of 370.0 feet; thence South and parallel to the east line of South Narragansett Avenue a distance of 65.0 feet; thence West and parallel to the south line of West 56th Street a distance of 370.0 feet; thence North on the east line of South Narragansett Avenue to the point of beginning, all in the northwest quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

91. Manley, Hugh  
Unit No. 1460

Parcel 1:

Lots 13 to 18, inclusive, in subdivision of Block 15 in G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lot 4 in Chapman Bros. Subdivision of Lots 19, 20 and 21 in subdivision of Block 15 in G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Lots 3 to 6, inclusive, in Block 13 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 4:

Lots 1 to 6, inclusive, in Kehoes Subdivision of Lots 2 and 7 in Block 13 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 5:

Lots 1 to 6, inclusive, in Pauls Subdivision of Lots 1 and 8 (except the north 33 feet of Lot 1) in Block 13 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 6:

Lots 1 to 21, inclusive, in subdivision of Block 14 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys; also

Parcel 7:

Lots 1 to 4, inclusive, in Owner's Division of Lots 22, 23 and 24 in subdivision of Block 14 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

92. Marshall, John, High School  
Unit No. 1470

Parcel 1:

Lots 1 to 14, inclusive, and Lots 19 to 42, inclusive, in Block 2 in Central Park Second Addition to Chicago, being a subdivision of Lots 1, 2, 6, 7 and 12, 13, 14, 15, 19 and 20, in Superior Court Partition of east half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Sublots 1 to 7, inclusive, in George C. Fetter's Subdivision of Lots 15, 16, 17 and 18, in Block 2 in Central Park Second Addition to Chicago, aforesaid; also

Parcel 3:

Lots 9, 10 and 11, in Superior Court Partition of east half of the northeast quarter of the northeast quarter of Section 14, aforesaid, and vacated alleys in said Block 2; also

Parcel 4:

Lots 10 to 21, inclusive (except the north 40 feet of said lots), and Lots 22 to 34, inclusive, and the west 7.62 feet of Lot 35, in Block 1 in Central Park Second Addition to Chicago, in the east half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 5:

Lot 5 and the west 7.62 feet of Lot 4, including parts of said lots taken for alley, (excepting therefrom the north 40 feet of that part of said Lots 4 and 5 lying south of and adjoining the south line of West Madison Street) in Superior Court Partition of the east half of the

northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 6:

That part of vacated alley lying South of and adjoining said Lots 10 to 21, inclusive, and lying South of and adjoining said Lot 5 and west 7.62 feet of Lot 4, aforesaid; all in Cook County, Illinois.

(Does not include those parcels or any portion thereof underlying the Faraday Elementary School.)

93. Phillips, Wendell, High School  
Unit No. 1510

Parcel 1:

Block 2 in Springer and Lancaster's Subdivision of the east three quarters of the south half of the southeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14 East; also Lots 25 to 30 inclusive, in Holme's Subdivision of the west quarter of the southwest quarter of the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, and also vacated alley, and south half of vacated East 38th Street, in Cook County, Illinois.

94. Richards', Ellen H., Vocational High School  
Unit No. 1110

Parcel 1:

1 acre (except west 33 feet) of north 10 acres of the east half of the northeast quarter of Section 13, Township 38 North, Range 13 East; also

Parcel 2:

Sublots 1 to 6 in Lot 7 of subdivision of Lots 2 and 7 in Superior Court Partition of the north 10 acres of the northeast quarter of the northeast quarter (except the west 1 acre and except the east 466.7 feet) of Section 13, Township 38 North, Range 13 East; also

## Parcel 3:

Lot 6 in Superior Court Partition of the north 10 acres of the northeast quarter of the northeast quarter (except the west 1 acre and except the east 466.7 feet) in Section 13, Township 38 North, Range 13 East; also

## Parcel 4:

Lots 1 to 24 in Block 4, Craig Bros. Gage Park Subdivision of the north half of the south half of the northeast quarter and the south half of the north half of the northeast quarter of the northeast quarter of Section 13, Township 38 North, Range 13 East (except the east 466.7 feet of the north 203.69 feet conveyed to South Park Commrs.) of the Third Principal Meridian, in Cook County, Illinois.

95. Tilden, Edward, High School  
Unit No. 1590

## Parcel 1:

Lots 294 to 343, inclusive, and vacated alleys in Fowler's Resubdivision of part of South Side Homestead Association Addition in the west half of the northwest quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

96. Young, Whitney, Magnet High School  
Unit No. 1810

## Parcel 1:

Blocks 18 and 21 in Canal Trustee's Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

97. Bogan, William J., High School  
Unit No. 1230

## Parcel 1:

The south 108.80 feet of the north 158.80 feet of the northeast quarter of the northwest quarter of the northwest quarter of Section 35, Township 38 North, Range 13 East of the Third Principal Meridian, excepting therefrom the east 33 feet and the west 33 feet dedicated for streets, in Cook County, Illinois; also

Parcel 2:

The north 492.8 feet of the northwest quarter of the northwest quarter of the northwest quarter (except the north 50 feet, the west 50 feet and the east 33 feet taken for streets) of Section 35, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

98. Bowen, James H., High School  
Unit No. 1240

Parcel 1:

Lots 6 to 18, inclusive, and Lots 29 to 41, inclusive, in Block 20 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian; also

Parcel 2:

Lots 13 to 24, inclusive, in the resubdivision of Lots 1 to 5, and Lots 42 to 46, in Block 20 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian; also

Parcel 3:

Lots 1 to 12, inclusive, in the subdivision of Lots 19 to 28, inclusive, in Block 20 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, all in Cook County, Illinois; also

Parcel 4:

Lots 1 to 46, inclusive, in Block 19, in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys and street.

99. Calumet High School  
Unit No. 1250

Parcel 1:

Lots 1 to 34, inclusive, in Block 20 and Lots 1 to 34, inclusive, in Block 21 in Chester Highlands 5th Addition to Auburn Park, being a subdivision of the west 7/8 (except the west 33 feet thereof) of the southwest quarter of the northeast quarter of Section 32, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, and vacated South Aberdeen Street and vacated alleys.

100. Carver, George Washington, High School  
Unit No. 1850

Parcel A:

A parcel of land in the northeast quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, City of Chicago, County of Cook, State of Illinois, described as follows: beginning at the northeast corner of the northeast quarter of said Section 34; thence South along the east line of said northeast quarter of said section a distance of 1,204.74 feet to a point, thence West at 90 degrees, 00 minutes, 00 seconds to the last described course, a distance of 669.94 feet to a point of beginning; thence South 87 degrees, 27 minutes, 58 seconds west along the center line of an 18-foot wide private street a distance of 524.01 feet to its intersection with the east line of a 66-foot wide street to be dedicated; thence South 00 degrees, 05 minutes, 22 seconds east along the east line of said 66-foot wide street a distance of 104.03 feet to a point of tangency; thence in a Southerly direction along an arc of a circle convex to the southwest having a radius of 3,501.72 feet and being tangent to the last described course a distance of 801.75 feet to its intersection with the northerly line of a 66-foot street to be dedicated; thence North 69 degrees, 57 minutes, 26 seconds east along the northerly line of said 66-foot street a distance of 400.56 feet to a point; thence North 20 degrees, 02 minutes, 34 seconds west a distance of 66 feet to a point; thence North 69 degrees, 57 minutes, 26 seconds east a distance of 82.00 feet to a point; thence North a distance of 694.42 feet to the point of beginning. Reserving therefrom the right of easement for a water main, the southerly 20.00 feet of the northerly 29 minutes, 2 seconds thereof and the right of easement for sewer over a 20-foot easement in the southeast corner thereof. Also known as Block 11 of the Proposed United States Government Subdivision for War Housing Project No. ILL. 2-7; also

## Parcel B:

That part of Block 15 in Lockwood's Subdivision of the northeast quarter and that part lying North of the Calumet River of the southeast quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, which lies south of a straight line drawn from a point in the west line of said block which is 240 feet south of the northwest corner of said Block 15, said northwest corner being identical with the southeast corner of South Corliss Avenue and East 133rd Street, as originally laid out in said Lockwood's Subdivision, to a point in the center line of said East 133rd Street as originally laid out in said Lockwood's Subdivision which is 539.29 feet west of the east line of said Section 34, measured along said center line of said East 133rd Street; said above described line being identical with the southerly line of East 133rd Place in the Altgeld Gardens Subdivision. Recorded March 20, 1947 as Document No. 14017505, in Cook County, Illinois.

101. Chicago Vocational High School  
Unit No. 1010

## Parcel A:

Lots 51 to 100, both inclusive, (except parts of Lots 96 to 100 taken for street) in W. H. Williams' Subdivision of the northwest quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

## Parcel B:

Lots 49 to 96, both inclusive, in Moore's Subdivision of the southwest quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

## Parcel C:

Lots 8 to 12, both inclusive, (except parts taken for street) in Chas. B. Moore's Subdivision of the north 5 acres of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

## Parcel D:



Lots 69 to 79, both inclusive, and Lots 128 to 139, both inclusive (except parts of Lots 69 to 73 and 139 taken for street) in Fleming's Subdivision of the south three-quarters of the east half of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

Parcel E:

Lots 1 to 40, both inclusive, in O. E. Desmond's Resubdivision of Lots 80 to 127, both inclusive, in Fleming's Subdivision of the south three-quarters of the east half of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East, together with vacated alley lying between Lots 99 to 103 and Lots 104 to 108 aforesaid, except the north 8 feet of said Lots 99 and 108; also

Parcel F:

Block 2 (except part taken for street) Lots 1 to 40, both inclusive, (except parts of Lots 1 and 2 taken for street) in Block 3, and Lots 1 to 18, both inclusive, (except parts of Lots 1, 2, 3 and Lots 11 to 18 taken for street) in Block 4 in "South Shore Manor", a subdivision of that part of southeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of Merrill Avenue and southwesterly of the right of way of the Pittsburgh, Ft. Wayne and Chicago Railroad, as per plat recorded August 21, 1925 as Document 9,012,585, in Cook County, Illinois.

102. Corliss, George H., High School  
Unit No. 1860

Parcel 1:

The south 290.2 feet of the north 323.2 feet of the east 789.79 feet of the west 829.79 feet of the northwest quarter fractional Section 14, Township 37 North, Range 14 East of the Third Principal Meridian, north of the Indian Boundary Line; also

Parcel 2:

That part of the northwest quarter of fractional Section 14 aforesaid, described as follows: Commencing at a point 323.2 feet south of the north line and 40 feet east of the west line of said northwest quarter; thence South along a line 40 feet east of and parallel with the west line of said northwest quarter, a distance of 310.21 feet to the north line of East 104th Street; thence East along the north line of said East 104th Street, a distance of 1,167 feet to the southwest corner of Parcel 3, as described in deed from the Chicago, Rock Island and

Pacific Railroad Company to Imperial Smelting Company, dated June 30, 1961; thence North along the west line and said west line extended north of said parcel conveyed to Imperial Smelting Company to a point 323.2 feet south of the north line of said northwest quarter; thence West to the point of beginning, all in Cook County, Illinois.

103. Fenger, Christian, High School  
Unit No. 1310

Parcel 1:

The south half of the north half of the east one-fifth of the west five-eighths of the west half of the northwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; also

Parcel 2:

Lots 1 to 23, in Block 12, in First Addition to Sheldon Heights in the west half of the northwest quarter of Section 21, Township 37 North, Range 14 East; also

Parcel 3:

Lots 1 to 17, in Block 11 and Lots 24 to 40, in Block 12, Second Addition to Sheldon Heights in the west half of the northwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and vacated Lowe Avenue and vacated alley.

104. Harlan, John Marshall  
Unit No. 1350

Parcel 1:

Lots 1 to 16, both inclusive, and Lots 49 to 54, both inclusive, in Block 1 in Champion Park, being a subdivision of the north 26-2/3 acres of the south 33-1/3 acres of the west 53-1/3 acres of the northwest quarter of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also vacated streets and alleys; also

Parcel 2:

Lots 1 to 16, both inclusive, and Lots 49 to 54, both inclusive, in Block 2 in Champion Park, being a subdivision aforesaid; also vacated streets and alleys; also

Parcel 3:

Beginning at a point one hundred eighty-five and no hundredths (185.00) feet westerly of the west line of South Michigan Avenue, on the center line of East 97th Place extended; thence Southerly and parallel to the west line of South Michigan Avenue to the north line of East 98th Street; thence Westerly along the said north line of East 98th Street a distance of twenty-five and no hundredths (25.00) feet; thence Northerly and parallel to the said west line of South Michigan Avenue a distance of ten and no hundredths (10.00) feet; thence Westerly and parallel to the said north line of East 98th Street a distance of two hundred eighteen and thirteen thousandths (218.013) feet; thence Northerly on a straight line to a point five hundred forty-five and twenty-seven thousandths (545.027) feet westerly of the west line of South Michigan Avenue, on the center line of East Michigan Avenue, on the center line of East 97th Place extended; thence Easterly along said center line of East 97th Place extended to the point of beginning; containing two and one hundredths (2.01) acres; all in the northwest quarter (N.W. 1/4) of Section Ten (10), Township Thirty-seven (37) North, Range Fourteen (14) East of the Third Principal Meridian, all in the City of Chicago, County of Cook and State of Illinois.

105. Hirsch, Emil G., Metropolitan High School  
Unit No. 1380

Parcel 1:

Lots 1 to 46, in Block 84 "Cornell" in Sections 26 and 35, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley.

106. Hubbard, Gordon S., High School  
Unit No. 1670

Parcel 1:

Lots 1 to 48, both inclusive, in Block 5 in John F. Eberhart's Subdivision of the southwest quarter of the southwest quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

107. Julian, Percy L., High School  
Unit No. 1870

Parcel 1:

That tract of land bounded on the south by a line 185 feet north of and parallel to the north line of West 105th Street; on the east by the west line of the Dan Ryan Expressway; on the north by the south line of West 103rd Street; on the west by the easterly line of the Pennsylvania Railroad (excepting therefrom that part lying westerly of the easterly line of the right of way of the Chicago, Rock Island and Pacific Railroad), being in Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

108. Kenwood Academy High School  
Unit No. 1710

Parcel 1:

Lots 8, 9, and 10 in Block 5, "Hyde Park" a subdivision of the east half of the southeast quarter and east half of the northeast fractional quarter of Section 11 and the north part of southwest fractional quarter Section 12 and the northeast quarter of the northeast quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

109. King, Martin Luther, Jr. (Dr.) High School  
Unit No. 1760

Parcel A:

Lots 1 to 19, inclusive, in Gifford and Linn's Resubdivision of the north half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; also

Parcel B:

Lots 1, 2, 3, Lot 4 (except the east 140 feet thereof) all of Lot 5, the south 10 feet of Lot 6 and the north 40 feet of Lot 6, in Laflin's Resubdivision of the south half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; also

## Parcel C:

Lots 1 to 5, inclusive, in M. L. Swift's Subdivision of the east 140 feet of Lot 4 in Laflin's Resubdivision of the south half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; also

## Parcel D:

Lots 1, 2 and 3 in Morison's Subdivision of the south 50 feet of the north 90 feet of Lot 6 in Laflin's Resubdivision of the south half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois; and vacated alley recorded in Recorder's Office as Document No. 20471342 on January 28, 1969.

110. Lindblom Technical High  
Unit No. 1450

## Parcel 1:

Lots 266 to 289, inclusive, also Lots 338 to 361, inclusive, and vacated alley in E. A. Cummings' and Co.'s 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

111. Morgan Park High  
Unit No. 1490

## Parcel 1:

Lots 1 to 48, both inclusive, in Block 48 and Lots 1 to 33, both inclusive, in Block 54, and Lots 17 to 30, both inclusive, in Block 55, in the subdivision by the Blue Island Land and Building Company, known as Washington Heights, according to the plat recorded in Book Two (2) of Plats, pages forty-five (45), forty-six (46) and forty-seven (47) in Cook County, Illinois in Sections Eighteen (18) and Nineteen (19), Township Thirty-seven (37) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois.

112. Robeson, Paul, High School  
Unit No. 1320

## Parcel 1:

A tract of land in the east half of the southwest quarter and in the west half of the southeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, bounded by a line described as follows: commencing at the point of intersection of the northerly extension of the west line of Block 7 with a line 33 feet north of and parallel with the north line of said Block 7 in E. L. Bates' Resubdivision of the northeast quarter of the southwest quarter of Section 21, aforesaid, (except the east 644 feet of the 691.0 feet south of and adjoining the north 428 feet); thence North 89 degrees, 58 minutes, 06 seconds east along said parallel line 604.914 feet to the point of intersection with the northerly extension of the east line of said Block 7; thence North 0.37 feet along said line extended to the point of intersection with a line (and said line extended) 33.0 feet north of and parallel with the north line of Block 8 in Normal School Subdivision of the west half of the southeast quarter of said Section 21; thence North 89 degrees, 55 minutes, 20 seconds east 636.337 feet along said parallel line to the point of intersection with the northeasterly extension of the easterly line of Lot 1 in said Block 8; thence South 16 degrees, 41 minutes, 20 seconds west along said easterly line of Lot 1 and its extension 181.83 feet to the southeast corner of said lot; thence South 89 degrees, 55 minutes, 20 seconds west 511.12 feet along the south line of said Block 8 to the southwest corner thereof; thence South 89 degrees 42, minutes 33, seconds west 73.0 feet to the southeast corner of Block 7 in E. L. Bates' Resubdivision, aforesaid; thence South 89 degrees, 58 minutes, 06 seconds west 605.02 feet along the south line of said block 7 to the southwest corner of said block; thence North 00 degrees, 02 minutes, 06 seconds east along the west line of said block and its northerly extension to the place of beginning, all in Cook County, Illinois; also

## Parcel 2:

Commencing at a point on the east side of the southwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian 428 feet south of the northeast corner thereof; thence West and parallel with the north bounds of said southwest quarter of said Section 21, 630.3 feet; thence South parallel with the east bounds of the east side of said quarter of said section, 691 feet; thence East parallel with the north bounds of said quarter of said section, 630.3 feet to the east side of said section; thence North along the east side of said quarter of said section, 691 feet to place of beginning; also

## Parcel 3:

Commencing at a point on the west line of the west half of the southeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, 428 feet south of the northwest corner thereof; thence East parallel with the north line of said section, 733.92 feet to a point 66 feet west of the right of way of the Chicago, Rock Island and Pacific Railroad; thence Southwesterly, parallel with the west line of the right of way of said railroad, and at a distance of 66 feet therefrom, to a point 1,119 feet directly south from the

north line of said west half of said quarter of said section; thence West parallel with the said north line of said half of said section, 526.68 feet to the west line thereof; thence North along said west line of said quarter of said section, 691 feet, to the place of beginning, all in Cook County, Illinois; also

Parcel 4:

A strip of land approximately 66 feet in width east of and adjoining the Chicago Teachers College and west of and adjoining the right of way of the C.R.I. & P.R.R. more particularly described as: commencing at a point in the west line of the C.R.I. & P.R.R. right of way located 468 feet south of the north line of the southeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian; thence Southwesterly along the said railroad right of way to a point 1,119 feet south of the north line of the southeast quarter of Section 21, aforesaid; thence West along a line 1,119 feet south of and parallel to the north line of the southeast quarter of Section 21, aforesaid, to a point on said line which is 636.337 feet east of the west line of the southeast quarter of Section 21, aforesaid; thence Northeasterly along a line 66 feet northwesterly of and parallel with the west line of the C.R.I. & P.R.R. right of way, to a point on said line 468 feet south of the north line of the southeast quarter of Section 21, aforesaid; thence East along a line 468 feet south of and parallel with the north line of the southeast quarter of Section 21, aforesaid, to the point of beginning; also

Parcel 5:

Lots 1 and 2 of Block 9 in Beck's Addition in the northeast quarter of the southwest quarter being the south 691 feet of the north 1,119 feet and the west 14 feet of the east 644.3 feet of the southwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

113. South Shore Community Academy High School  
Unit No. 1550

Parcel 1:

Lots 1 to 51, both inclusive, in the resubdivision of Lots 7 to 25, inclusive, in Block 3, the west 1 foot of Lots 26 to 40, both inclusive, in Block 3 and all that part of Lots 39 and 40 (except west 1 foot in Block 3, lying Northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right of way of the Baltimore and Ohio Railroad), also Lots 1 to 50, both inclusive, in Block 14, all in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; also

## Parcel 2:

Lots 1 to 11, both inclusive, in Block 4 in James Stinson's Subdivision of East Grand Crossing, being a subdivision in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 3:

The east 27.12 feet of the west 28.12 feet (as measured along south line) of that part of Lots 26 to 40 taken as a tract (except that part of Lot 40 lying Northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right of way line of the Baltimore and Ohio Railroad) in Block 3 in Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and vacated alleys.

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*Action Deferred*-- LEVY OF TAXES FOR PAYMENT OF ANNUAL  
RENTALS DUE PUBLIC BUILDING COMMISSION  
OF CHICAGO ON BEHALF OF CHICAGO  
BOARD OF EDUCATION.

The Committee on Finance submitted the following report which was, on motion of Alderman Figueroa and Alderman Shiller, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of taxes necessary to provide for rental payments for public improvements on behalf of the Chicago Board of Education pursuant to the Public Building Commission Act, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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



Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

WHEREAS, There has been adopted a resolution on March 22, 1989 (the "Resolution") by the Board of Education of the City of Chicago (the "Board"), authorizing the execution of a lease agreement (the "Lease") between the Board and the Public Building Commission of Chicago, Cook County, Illinois (the "Commission"), for the leasing by the Board of sites for public school purposes and buildings and facilities thereon within the City of Chicago and the Resolution further provides that the Board order, direct and demand the City Council of the City of Chicago to enact an ordinance for the levy and collection of a direct annual tax sufficient to pay the rents payable under the terms of the Lease to the Commission, as and when such rentals become due, the Resolution being as follows:

A resolution approving the form of Lease to be entered into by and between the Board of Education of the City of Chicago and the Public Building Commission of Chicago, Cook County, Illinois, and providing for the leasing of sites for public school purposes within the City of Chicago, Illinois, and buildings and facilities thereon from said Commission, authorizing its execution and requesting the levy of direct annual taxes by the City Council of the City of Chicago for the payment of the annual rentals as they will become due under the terms of said Lease

; and

WHEREAS, Pursuant to the provisions of Section 18 of the Public Building Commission Act, the governing body of each municipal corporation entering into a lease with the Commission is required to provide for the levy and collection of a direct annual tax sufficient to pay the annual rentals under such Lease as and when such rentals become due and payable; and

WHEREAS, The Board, under authority of Sections 34-21.1 and 34-55 of The School Code and Section 18 of the Public Building Commission Act, has duly adopted its resolution ordering, directing and demanding the City Council of the City of Chicago to enact an ordinance (the "Ordinance") for the levy and collection of a direct annual tax sufficient to pay the annual rentals as they become due under the terms of the Lease; now, therefore,

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

SECTION 1. That for the purpose of paying the annual rentals due and payable by the Board under the Lease, there be and there is hereby levied a direct annual tax upon all the taxable property within the City of Chicago, Illinois for the purpose of paying such annual rentals provided for by the Lease, and for the purpose there be and there is hereby levied a direct annual tax for each of the years as follows:

Year Of Levy	Amount
1988	\$ 6,200,000
1989	6,500,000
1990	15,550,000
1991	15,730,000
1992	15,900,000
1993	19,940,000
1994	20,100,000
1995	20,950,000
1996	20,950,000
1997	20,950,000
1998	20,950,000
1999	20,950,000
2000	20,950,000
2001	20,950,000
2002	20,950,000
2003	20,950,000
2004	16,875,000

SECTION 2. That the City Clerk of the City of Chicago be and is hereby ordered and directed to file with the County Clerks of the County of Cook and the County of DuPage, Illinois a certified copy of this Ordinance, having attached a certified copy of the executed Lease, which certified copies so filed shall constitute the authority for said respective County Clerks and it shall be the duty of said respective County Clerks to extend the tax annually as provided for in and by this Ordinance to pay the annual rentals under the

Lease as and when the same become due and payable, and the respective County Clerks shall ascertain the rate percent upon all the taxable property subject to taxation within the Board for each of the years 1988 to 2004, inclusive, as that property is assessed or equalized for state and county taxes, which will produce the net amount of not less than the amount provided for in and by this Ordinance and of the annual rentals provided for in the certified copy of the Lease hereto attached, and it shall be the duty of the respective County Clerks annually to extend such tax against all the taxable property contained within the Board as herein provided, and sufficient to pay the annual rentals under the Lease hereto attached and such tax shall be collected in like manner as other taxes levied by the City Council of the City of Chicago for and on behalf of the Board, and shall be in addition to all other taxes now or hereafter authorized to be levied by the City Council of the City of Chicago for and on behalf of the Board and shall not be included within any statutory limitation of rate or amount applicable to taxes to be levied by the City Council of the City of Chicago for and on behalf of the Board, but shall be excluded therefrom and be in addition thereto and in excess thereof.

SECTION 3. That any taxes heretofore levied by the City Council of the City of Chicago pursuant to ordinances adopted in connection with the issuance of any Commission revenue bonds for projects previously undertaken on behalf of the Board shall not be abated in any manner whatsoever.

SECTION 4. That this Ordinance shall be in full force and effect immediately upon its passage as required by law.

Exhibit "A" (Lease Agreement) attached to this ordinance reads as follows:

*Exhibit "A".*

*Lease Agreement*

*Between The Public Building Commission Of Chicago*

*Cook County, Illinois*

*And The*

*Board Of Education Of The City Of Chicago.*

This Lease made as of this 15th day of March, 1989, between the Public Building Commission of Chicago, Cook County, Illinois, a municipal corporation of the State of

Illinois (hereinafter sometimes referred to as the "Commission"), as Lessor, and the Board of Education of the City of Chicago (hereinafter sometimes referred to as the "Lessee"):

*Witnesseth:*

Whereas, the Public Building Commission of Chicago is a municipal corporation duly organized under the provisions of the "Public Building Commission Act" of the State of Illinois, approved July 5, 1955, as amended (hereinafter sometimes referred to as the "Act"), for the purpose, among others, of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the County Seat of Cook County, Illinois, for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

Whereas, the Commission, at the request of the Lessee, being a school district in the City of Chicago, has undertaken a program for the construction of public schools and other educational facilities in cooperation with the Lessee; and

Whereas, the Lessee has determined that it is in the best interests of the public schools in the City of Chicago that a program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities be undertaken (the "Project"); and

Whereas, the Commission and the Lessee have decided that it is in their best interests to undertake the Project and for the Commission to issue Public Building Commission of Chicago, Building Revenue Bonds, Series A of 1989 (the "Bonds") for the purpose in part of undertaking the Project; and

Whereas, the Lessee has proposed the acquisition of sites and the construction thereon of the following described buildings, facilities and capital improvements by the Commission, such sites, buildings and facilities to be situated within the City of Chicago and such sites being hereinafter described and such public school buildings being commonly known as follows:

(See Schedule I)

; and

Whereas, the Board of Commissioners of the Commission finds that there is an urgent need for the acquisition of the sites and the construction thereon of the buildings, facilities and capital improvements thereon; and

Whereas, each site is conveniently located and of a sufficient size to accomplish and effectuate the aforesaid purposes, and sufficient to provide for an appropriate architectural setting for each such building and other facilities; and

Whereas, the Commission does hereby, pursuant to the terms and conditions of the Act, select, locate and designate the following described areas, lying wholly within the territorial limits of the City of Chicago, as sites to be acquired for public school purposes and for constructing, improving, equipping and rehabilitating the buildings and facilities described and designated as set forth in Schedule I upon such sites (the "Site") being described as follows:

(See Schedule II)

; and

Whereas, the Site has been or shall be approved by a majority of the members of the governing body of the County Seat, being the City Council of the City of Chicago, Cook County, Illinois, as required by Section 14 of said Public Building Commission Act; and

Whereas, the fee title to the Site will be acquired by the Commission; and

Whereas, the Commission, with the cooperation of the Lessee, had caused to be prepared by the following indicated plans for the constructing, improving, equipping and rehabilitating the buildings and facilities of the Lessee hereinafter defined upon the Site, all as is set forth in Schedule I, such program being dated as of February 20, 1989, (said constructing, improving, equipping and rehabilitating being sometimes hereinafter referred to as the "Buildings and Facilities"). Such program, now on file in the office of the Commission, has been approved by the Commission as those to be carried out in the consummation of the constructing, improving, equipping and rehabilitating of the Buildings and Facilities provided for in this Lease and in a Bond Resolution to be adopted by the Commission and which shall be made a part of this instrument by reference; and the Commission agrees to acquire the Site and to cause the construction, improvement, equipping and rehabilitating of the Buildings and Facilities to be carried out and consummated in accordance with said program, as the same may be modified in accordance with the provisions of this Lease with respect thereto; and

Whereas, in order to pay a part of the cost of acquiring the Site and the constructing, improving, equipping and rehabilitating the Buildings and Facilities thereon it will be necessary that the Commission issue its revenue bonds pursuant to the provisions of Section 15 of the Act and provide for such revenue bonds to be payable from revenues to be received by the Commission from the rentals to be paid by the Lessee to the Commission in accordance with the terms of this Lease; and

Whereas, the total cost of the acquisition of the Site and of constructing, improving, equipping and rehabilitating the Buildings and Facilities thereon, and including without limiting the generality of the foregoing, architectural, engineering, legal and financing costs and an amount, if any, sufficient to pay the required interest during the period of construction on a portion of the revenue bonds to be issued by the Commission to pay the cost of acquiring the Site and constructing, improving, equipping and rehabilitating the Buildings and Facilities thereon, after deducting legally available moneys advanced and to

be advanced by the Lessee to pay a part of such costs, if any, is estimated to be the aggregate amount not to exceed \$175,000,000, which sum is to be provided in part from the proceeds to be derived from the sale of revenue bonds which are to be issued by the Commission; and

Whereas, it is necessary for the Lessee to enter into a lease of the following described real estate for the purpose of securing the payment of principal and interest on the Bonds:

(See Schedule II)

; and

Whereas, to provide the necessary revenues for the payment of all of the Bonds and all of the interest and premium, if any, thereon, and to fund the accounts created by the Bond Resolution (as hereinafter defined), all as hereinafter provided, the parties desire to enter into this Lease, whereby the Commission will lease to the Lessee each Site (hereinafter sometimes called the "Leased Premises") for a term and at an annual rental as hereinafter set forth;

Now, Therefore, in consideration of the rents reserved hereunder and the promises and covenants herein made by each of the parties hereto and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto, as follows:

Section 1. To accomplish the acquisition of the Site and the constructing, improving, equipping and rehabilitating of the Leased Premises in accordance with the Act, the following actions shall be taken by the Commission:

(A) The Commission shall, pursuant to Section 15 of the Act, provide for the execution and delivery of revenue bonds (the "Revenue Bonds") to be authorized pursuant to a Resolution the Commission anticipates to be entitled "Resolution Authorizing and Providing for the Issue of Public Building Commission of Chicago, Building Revenue Bonds, Series A of 1989" (hereinafter referred to as the "Bond Resolution", a copy of such Bond Resolution to be attached hereto and to be made a part hereof, except that such Bond Resolution shall not have attached a copy of the Lease referred to therein), to the purchasers thereof.

(B) The Commission shall forthwith make applications of the proceeds derived from the sale of the Revenue Bonds pursuant to the terms of the Act and the Bond Resolution referred to above.

(C) The Commission shall, with reasonable promptness, acquire the fee title to the Site.

(D) The Commission shall also, as soon as practicable, enter into and execute such contract or contracts with such contractor or contractors as may be necessary or appropriate to carry out the constructing, improving, equipping and rehabilitating of the Leased Premises, in accordance with said plans and specifications.

(E) The Commission shall require and procure from the contractor or contractors undertaking any part of the constructing, improving, equipping and rehabilitating of the Leased Premises, performance and payment bonds in connection with each of said contract or contracts and with such surety company or companies and in such amounts and form as may be determined by the Commission.

(F) The Commission shall also require and procure from such contractor or contractors, waivers of all liens or rights of lien for labor and materials furnished in the constructing, improving, equipping and rehabilitating of the Leased Premises and shall further procure from said contractors or other person, firm or corporation all material and equipment guarantees as may be required by the specifications for the constructing, improving, equipping and rehabilitating of the Leased Premises.

(G) The Commission shall also require every such contractor to furnish insurance protecting the Commission, the Lessee, and their respective commissioners, board members, officers, agents and employees, as their interests may appear, against any claims for personal and bodily injuries (including death) and property damage that may be asserted because of said construction, improving, equipping and rehabilitating, said insurance to be of such character and in such amounts as may be determined by the Commission.

(H) The Commission shall, to the extent reasonably obtainable, also require its Architects-Engineers to carry Errors and Omissions Insurance for such period and in such principal sum as the Commission may in its opinion deem necessary.

Section 2. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the Lessee, the Commission does hereby lease and demise the following described Site to the Lessee for a term commencing on date of execution of this lease and, subject to earlier termination in accordance with the provisions of Section 4 of this lease, ending on the later of (i) June 30, 2006, or (ii) the date upon which the Bonds are no longer outstanding together with the Buildings and Facilities to be located thereon and all other buildings, structures or improvements which may at any time hereafter be constructed on the Site together with:

(A) all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever that may now or hereafter be placed in any building, structure, or improvement now or hereafter constructed or placed upon the Site or any part thereof and which shall for all purposes hereof be deemed included in the term "Buildings and Facilities", including, without limitation, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, motors, dynamos, generators, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air cooling and air conditioning equipment and apparatus, gas and electrical fixtures, elevators, shades, awnings, venetian blinds, screens and radiators, and all other building equipment used or procured for use in connection with the operation or maintenance of any such buildings, structures, or improvements;

(B) all right, title and interest of the Commission, now owned or hereafter acquired, in and to all real estate, interest in lands, leaseholds, rights of ways, alleys, passages, tenements, hereditiments, privileges, easements, franchises and appurtenances thereunto belonging or in any way appertaining to the Site and which shall for all purposes hereof be deemed included in the term "Site". The respective Site being designated and legally described as:

See Schedule II.

Section 3. In consideration of the leasing of the aforesaid Site, Buildings and Facilities, the Lessee hereby covenants and agrees to pay, or cause to be paid, to the Commission, or to the Trustee designated under the Bond Resolution, for the Site, Buildings and Facilities annual rentals for the next ensuing fiscal year on or before December 1 of each year as hereinafter designated, and in the amount on such December 1 date in each such year as set opposite each such year under the heading "Rent" as follows:

Year	Rent
December 1, 1989 .....	\$6,200,000
December 1, 1990 .....	\$6,500,000
December 1, 1991 .....	\$15,550,000
December 1, 1992 .....	\$15,730,000
December 1, 1993 .....	\$15,900,000
December 1, 1994 .....	\$19,940,000
December 1, 1995 .....	\$20,100,000
December 1, 1996 .....	\$20,950,000
December 1, 1997 .....	\$20,950,000
December 1, 1998 .....	\$20,950,000
December 1, 1999 .....	\$20,950,000
December 1, 2000 .....	\$20,950,000



Year	Rent
December 1, 2001 .....	\$20,950,000
December 1, 2002 .....	\$20,950,000
December 1, 2003 .....	\$20,950,000
December 1, 2004 .....	\$20,950,000
December 1, 2005 .....	\$16,875,000

Except in any case in which bonds or other evidences of indebtedness are issued by the Commission for the purpose of refunding all of the Bonds outstanding under the Bond Resolution at or before their maturity, not less than 60 days preceding January 1 of the fiscal year in which all of the principal, interest and premium, if any, on all of the Bonds issued or to be issued pursuant to the Bond Resolution, and all of the Commission's administrative expenses and all other accrued and unpaid expenses relating to the projects for which the Bonds were issued, will be paid in full, or provision for their payment will be made, and this Lease will terminate, the Commission covenants that it will cause an audit to be made of its books and accounts relating to the project for which the Bonds were issued by an Independent Public Accountant, which audit report shall estimate the balance of all moneys which will be on hand, as of November 30 next, in the Construction Account, if any, the Renewal, Replacement and Improvement Account, and the Surplus Account for the Site, Buildings and Facilities leased herein and the Commission shall cause said balance as it actually exists on said November 30, to be transferred by the Trustee to the Sinking Fund Account, and the final rental payment due by the Lessee shall be only in an amount which, together with the funds in said Sinking Fund Account, will pay in full all of the principal, interest and premium on all of said Public Building Commission of Chicago Building Revenue Bonds, Series A of 1988 and all of the Commission's administrative expenses and all other accrued and unpaid expenses relating to said project, and if thereafter any balance remains in the Sinking Fund Account it shall be paid to Lessee.

Section 4. The Commission will (at the time of the execution and delivery of this Lease to the Commission) cause to be deposited with Harris Trust and Savings Bank, Chicago, Illinois as Escrowee, a quitclaim deed from the Public Building Commission of Chicago to the City of Chicago, In Trust for the Use of Schools, on behalf of the Board of Education of the City of Chicago, conveying the Site hereinabove legally described, said deed to be delivered by said Escrowee to the City of Chicago, In Trust for the Use of Schools, on behalf of the Board of Education of the City of Chicago and this Lease to terminate, upon receipt of a certificate signed by the Secretary and Treasurer of the Public Building Commission of Chicago certifying to the fact that the Trustee has executed proper instruments acknowledging that the obligations of the Commission under the Bond Resolution have been discharged and satisfied in accordance with the provisions of Section 18.1 of the Bond

Resolution and all administrative expenses of the Commission and all other accrued and unpaid expenses with respect to said revenue bond issue have been paid in full or provision for their payment has been made.

Section 5. Prior to or upon the execution of this Lease, the Board of Education of the City of Chicago shall adopt proceedings demanding and requesting the City Council of the City of Chicago to provide by ordinance for the levy and collection of a direct annual tax upon all taxable property within the boundaries of the Board of Education of the City of Chicago sufficient to pay the rent payable under this Lease, as and when the same becomes due and payable, and after this Lease has been duly executed, the Board of Education of the City of Chicago shall file in the offices of the County Clerks of Cook and Du Page Counties, Illinois, a certified copy of this Lease as so executed and a certified copy of said tax levying ordinance, which certified copies shall constitute the authority for said County Clerks to extend the taxes annually necessary to pay the rent payable under this Lease as and when the same becomes due and payable, without limitation as to rate or amount, and in addition to and in excess of all other taxes to be levied by or on behalf of the Board of Education of the City of Chicago. The funds realized by the Board of Education of the City of Chicago from such tax levies shall not be disbursed for any purpose other than providing for the payment of the rent reserved in this Lease. Prior to the delivery of any of the Bonds, the Lessee agrees to enter into an escrow agreement approved by the Lessor providing, among other things, for the deposit of the funds realized from such tax levies into an escrow account to be maintained by the escrow agent designated in such escrow agreement and providing for the creation of a lien on such funds in favor of the Commission until the Lessee's rent is paid. Moneys held in such escrow account for the purpose of paying the rentals reserved under this Lease shall be paid to the Trustee designated under the Bond Resolution on or before the due dates of such rental payments.

Section 6. The Lessee shall operate, repair and maintain the Buildings and Facilities and undertake the cost of such operation, repairs and maintenance. The Lessee shall provide operation and maintenance services, including, but not to the exclusion of other items not specified, water, heat, light, electricity, air conditioning, repairs, replacements, janitor, cleaning, security and caretaking services, all at the Lessee's expense and without right of reimbursement from the Commission therefor; and it will observe and perform all of the applicable terms and conditions contained in the Act, in the Bond Resolution, and the Lease covering the Site, Buildings and Facilities.

Section 7. The costs of operation and maintenance of the Facilities, as required hereinabove in Section 6, shall be included each year in the annual budget of the Board of Education of the City of Chicago to be prepared annually during the term of this Lease and the Board of Education of the City of Chicago shall adopt proceedings demanding and requesting the City Council of the City of Chicago to provide by ordinance for the levy and collection of direct annual taxes sufficient to pay such costs of operation and maintenance of the Facilities as is required of the Lessee under the terms of this Lease and the Bond Resolution and such taxes shall be levied and collected annually in like manner with the other taxes of the Board of Education of the City of Chicago or by such other procedures as may be established by law for the levy and collection of such taxes.

Section 8. If the Commission by resolution determines that sufficient funds are not available to complete the constructing, improving, equipping and rehabilitating of the Site,

Buildings and Facilities, or any part thereof, and that it will be necessary to issue additional bonds pursuant to Article 12 of the Bond Resolution, and the Lessee fails or refuses promptly to enter into a supplemental lease to increase the rent provided for herein by an amount sufficient to pay the principal of and interest on said additional bonds and provide for the levy of taxes necessary to pay such increase in the rent, then the Commission shall cause the Site, Buildings and Facilities to be completed with such modifications and eliminations as may be required by such lack of funds and in such manner as may be specified by the Architect-Engineer or Architect-Engineers then acting under the provisions of the Bond Resolution. However, the terms and conditions of this Lease, including without limitation, the rent payments hereunder as set forth in Section 3 above, shall remain in full force and effect and continue to remain in full force and effect notwithstanding the fact that any or all of the Leased Premises may be untenable or unsuitable for Lessee's purposes for any reason whatsoever.

Section 9. The Commission will use its best efforts to acquire the Site and to construct and/or complete the Buildings and Facilities or cause the Buildings and Facilities to be completed at the earliest possible date in accordance with the construction contracts therefor, provided that the Commission shall not be required to expend any moneys therefor which are not available from the proceeds derived from the sale of the Revenue Bonds as aforesaid and provided, further, that the failure to acquire the Site or complete or cause the completion of the Buildings and Facilities shall not give the Lessee any right to cancel or terminate this Lease or to abate, reduce or make reduction from or offset against any rent payable under this Lease or to fail to perform or observe any of the other covenants or conditions of the Lessee hereunder.

Section 10. The Lessee agrees that if the Lessee is in occupancy of the Buildings and Facilities during the period of construction, to give full access to and to cooperate with each contractor engaged in constructing, improving, equipping and rehabilitating the Buildings and Facilities and to permit the Commission and its agents at all reasonable times to enter and inspect such construction, improving, equipping and rehabilitating.

Section 11. The Commission shall have the right during the period of construction of the Buildings and Facilities to make minor changes in said plans and specifications, pertaining to the Buildings and Facilities.

Section 12. As provided in this Lease and in the Bond Resolution, the Lessee agrees to (i) pay the cost of the premiums for insurance which is provided to be maintained by the Lessee under this Lease or which the Lessee is obligated to maintain under the Bond Resolution, and (ii) pay the administrative expenses of the Lessee attributable or allocable to the Leased Premises.

Section 13. The Commission shall, prior to the first day of each calendar year during the term of this Lease, file with the Lessee a certified copy of the annual budget of the Commission as required by and provided for in Section 16.1 of the Bond Resolution.

Section 14. The Lessee hereby expressly waives the right to make repairs at the expense of Lessor, which right may be provided for in any statute or law in effect at the time of the execution of this Lease or any statute or law which may thereafter be enacted.

Section 15. The Commission covenants that it will maintain an appropriate policy or policies of insurance against builders' risk during the constructing, improving, equipping and rehabilitating of the Buildings and Facilities or any portion of the Buildings and Facilities. Upon completion of the Buildings and Facilities, unless the Commission determines to be self-insured in whole or in part the Commission will procure from a responsible insurance company or companies, qualified to assume the risk thereof, such insurance coverage against physical loss or damage to the property, including without limiting the generality of the foregoing, fire and extended coverage, vandalism, malicious mischief, and against other risks as may be deemed necessary or advisable by the Commission, with such exceptions as are ordinarily required by insurers of facilities of similar type, in an amount equal to the full replacement value thereof, as certified by the Architect-Engineers in writing filed with the Commission and the Trustee; provided, however, that the requirement to maintain insurance as hereinabove set forth may be waived by the express agreement of the Lessee in writing approved by the Commission and filed with the Trustee, to assume any and all liability and risks of every kind and nature against physical loss or damage to the Buildings and Facilities and provided, further, that the waiver of such insurance requirement shall not release, impair or diminish the obligation of the Lessee to pay the annual rentals in the amounts hereunder set forth in Section 3 herein. Such policy or policies of insurance as may be obtained by the Commission shall contain a waiver by the insurer of the right of subrogation against the contractor, his or its subcontractors, the architect, engineers, and the Lessee, their respective commissioners, board members, officers, agents and employees. The Commission will not carry insurance of any kind on furniture or furnishings or on any fixtures, equipment, improvements or appurtenances owned by the Lessee or leased by the Lessee from other than the Commission and located in the Buildings and Facilities; and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty.

All such policies shall be for the benefit of the Commission, shall be made payable to the Commission, and shall be received by the Treasurer and by him forthwith deposited with the Trustee. The Commission shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder and shall deposit the same with the Trustee. The proceeds of any and all such insurance shall be held by the Trustee as security for the Bonds issued hereunder until paid out as hereinafter provided.

The Commission covenants that, immediately after any substantial damage to or destruction of any part of the Buildings and Facilities, it will cause the Architect-Engineers to prepare plans and specifications for repairing, replacing or reconstructing the damaged or destroyed property (either in accordance with the original or a different design) and an estimate of the cost thereof, and to file copies of such estimate with the Trustee and the Lessee.

The proceeds of all insurance referred to in this Section 15 received by the Trustee during the constructing, improving, equipping and rehabilitating of said Buildings and Facilities shall be held by the Trustee, credited to the Construction Account, and shall be available for and disbursed by the Trustee in the manner and on the showings provided in Section 7.6 under the Bond Resolution for payments from the Construction Account. The proceeds of all insurance referred to in this Section 15 received by the Trustee after the constructing, improving, equipping and rehabilitating of the Buildings and Facilities has been fully completed, shall be credited by the Trustee to a special account which is hereby created and designated "Public Building Commission of Chicago, Building and Facilities (Series A of 1989) Insurance Account" (hereinafter referred to as the "Insurance Account"), and said proceeds shall be available for, and shall to the extent necessary be applied to, the repair, replacement, or reconstruction of the damaged or destroyed property, and shall be disbursed by check of the Trustee in the manner and upon the showings so far as reasonably applicable, provided in Section 7.6 under the Bond Resolution for payments from the Construction Account. The Trustee shall not be liable for disbursement so made. If such proceeds are more than sufficient for such purpose, the balance remaining shall be by order of the Board deposited by the Trustee to the credit of the Renewal, Replacement and Improvement Account. If such proceeds shall be insufficient for such purpose, then the deficiency shall be supplied by the Commission from any moneys available for that purpose in the Renewal, Replacement and Improvement Account under the Bond Resolution.

The Commission covenants that, in the case of any substantial damage to or destruction of any part of the Buildings and Facilities, it will cause the Buildings and Facilities to be renewed, replaced or reconstructed to the extent possible from the proceeds of insurance and other moneys available for such purpose, and that it will forthwith commence and diligently proceed with such renewal, replacement or reconstruction of the damaged or destroyed property according to plans and specifications prepared or approved by the Architect-Engineers.

The proceeds of any such insurance not applied within eighteen months after their receipt by the Commission to renewing, replacing or reconstructing the damaged or destroyed property (unless it has been prevented from so doing because of conditions beyond its control) shall be credited by the Trustee upon order of the Commission to the Renewal, Replacement and Improvement Account under the Bond Resolution.

The Lessee shall indemnify, keep and save harmless the Commission, its architects, agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may in any way accrue against the Commission because of the acts or omission of the Lessee, its licensees, agents, officials, sublessees, employees or contractors. The Lessee shall appear, defend and pay all charges and costs or expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against the Commission in any such action, the Lessee shall satisfy and discharge same.

Section 16. The Commission covenants that it will at all times carry or cause to be carried with a responsible insurance company or companies qualified to assume the risk thereof:

(A) Such worker's compensation or employers' liability insurance, covering its employees, as may be deemed necessary or advisable under law.

(B) Public and other liability insurance of such character and amount (if any) as shall be adequate, in the judgment of the Commission (if obtainable at a cost acceptable to the Commission), to insure the Commission against risks (if any) to which it may reasonably be or become subject to in leasing the Buildings and Facilities, but the Commission shall not be required to maintain any such insurance to the extent such insurance is carried for its benefit by any lessee, licensee or other person operating any of the Buildings and Facilities or by contractors. The proceeds of any such insurance not applied directly in settlement of such liability shall be promptly deposited with the Trustee and by it credited to the Administrative Expense Account in case of risks to which the Commission is subject in its operations, or credited to the Insurance Account, as the case may be.

(C) All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants, or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all moneys and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

All policies of insurance required by this Section 16 shall name as the insured parties thereunder the Commission, the Architect-Engineer, and the Lessee, as their interests may appear.

Section 17. All insurance provided under Sections 15 and 16 above shall provide for fifteen days prior written notice to the Commission and the Trustee of the cancellation or material modification of any such insurance, and shall further provide that, as to the interest of the Commission, such insurance shall not be altered or impaired by any act or omission of anyone other than the Commission.

Within 90 days after the date of the delivery of the Revenue Bonds referred to in the Bond Resolution, and within the first three months of each subsequent fiscal year the Commission shall file with the Lessee and the Trustee a schedule of all insurance policies referred to in Sections 15 and 16 which are then in effect, stating with respect to each policy the name of the insurer, the amount, number and expiration date, and the hazards and risks covered thereby. All such insurance policies shall be open to the inspection of the Trustee, the Lessee, the Bondholders and their agents and representatives.

The Commission will maintain and keep proper books of record and accounts separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the Buildings and Facilities. Not later than 120 days after the close of each fiscal year, the Commission will cause an annual audit of its books, records and accounts for the preceding fiscal year to be made by an Independent Public Accountant and will mail a copy of such audit report to the Trustee and Lessee. Such books, records and accounts shall be open for inspection to the Trustee and the Lessee at all reasonable times.

No portion of the funds paid by the Lessee to the Commission shall be used for any purpose inconsistent with the conditions of the Bond Resolution and this Lease.

Section 18. This Lease shall be deemed and construed to be a net lease, noncancellable by the Lessee during the term hereof, and the Lessee shall pay, subject only to the provisions of Section 8.3 of the Bond Resolution and Section 3 of this Lease, to the Commission absolutely net throughout the term of this Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever including, without limiting the generality of the foregoing:

(i) the failure, from whatsoever cause, to complete the Buildings and Facilities or the failure from whatsoever cause of the Buildings and Facilities to comply in any respect or respects with their respective plans and specifications;

(ii) the failure to complete the Buildings and Facilities, at or before the beginning of the term of this Lease;

(iii) any damage to or destruction of the Leased Premises or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the Leased Premises or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule, or regulation of any public body or authority, state or federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of any or all of the Leased Premises or the quality, character or condition of any or all of the Leased Premises, structures, improvements and equipment thereon or therein, or otherwise);

(iv) any failure of or any defect in the Commission's title to the Leased Premises whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the Leased Premises or any part thereof;

(v) any failure in whole or in part of the Commission to obtain and maintain the insurance which is provided to be maintained by Commission under this Lease;

(vi) any failure in whole or in part of the Commission to perform all or any of its other obligations, expressed or implied, to or for the benefit of the Lessee, whether such obligations are provided for in this Lease, result from operation of law, or are provided for in or result from some other contract or agreement at any time or from time to time entered into between the Commission and the Lessee.

Section 19. The leasehold rights, duties and obligations of the Lessee under this Lease shall not be assigned or sublet in whole or in part during the term of this Lease or while any Revenue Bonds of the Commission relating to any or all of the Leased Premises are outstanding and unpaid, unless provision has been made for the payment thereof and the obligations of the Commission under the Bond Resolution have been discharged in accordance with the provisions of Section 18.1 of the Bond Resolution, except that the Lessee may sublease all or part of the space leased by it if the Commission agrees to such sublease and if such sublease is permitted by law. Notwithstanding any such sublease, the Lessee shall remain liable for all amounts payable by it hereunder.

Section 20. Any notice or any demand required or permitted hereunder or by the Resolution shall be served in the following manner:

(A) By delivering a duly executed copy thereof to the Secretary of the Commission, if the Commission is being served or to the Secretary of the Lessee, if the Lessee is being served; or

(B) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to the Commission or the Lessee, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to the Commission or the Lessee, as the case may be, at such address as the Commission or the Lessee may have last furnished the Trustee in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

Public Building Commission of Chicago  
Attention: Secretary  
Room 705, Richard J. Daley Center  
Chicago, Illinois 60602

Board of Education of the City of Chicago  
Attention: Secretary  
1819 West Pershing Road  
Chicago, Illinois 60609

Section 21. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns and shall also inure to the benefit of the holders of any of the Revenue Bonds of the Commission referred to herein, as their interests may appear. Any and all prior Lease Agreements pertaining to any of the Leased Premises entered into between the Commission and the Lessee shall not be deemed to be cancelled.

Section 22. Notwithstanding any provisions herein, no amendments to this Lease may be entered into without the consent of the Trustee. The Trustee may, without the consent of any Bondholder, consent to amendments to this Lease of a technical nature which, in the Trustee's judgment, do not impair the rights of the Bondholders and amendments or modifications to the description of the Site, provided, however, that no Bond proceeds or rent under this Lease shall be spent with respect to any parcel not described herein without the consent of the Lessee, the Commission and the City Council of the City of Chicago to such Site modification.

Section 23. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision



shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

Section 24. All words and phrases defined in the Bond Resolution shall have the same meaning in this Lease.

Section 25. This Lease has been executed in several counterparts, each of which may be considered as an original.

In Witness Whereof, the Public Building Commission of Chicago, by its Chairman, and the Board of Education of the City of Chicago, by its President, have each caused their respective names to be signed to this instrument and their respective seals to be affixed and attested thereto by their duly authorized officers, this 3rd day of April, 1989.

[Signature forms omitted for printing purposes.]

Schedule I attached to this lease printed on pages 26142 through  
26146 of this Journal.]

Schedule II attached to this lease reads as follows:

*Schedule II.*

*Chicago Public Schools*

*Chicago Public Building Commission Projects.*

*March 17, 1989.*

Disney, Walt, Magnet  
4140 North Marine Drive  
Chicago, Illinois 60613

McPherson, James B.  
4728 North Wolcott Avenue  
Chicago, Illinois 60640

Stockton, Joseph  
4420 North Beacon Street  
Chicago, Illinois 60640

Stone, Leander, Scholastic Academy  
6239 North Leavitt Street  
Chicago, Illinois 60659

Franklin, Benjamin Performing and Creative  
225 West Evergreen Avenue  
Chicago, Illinois 60610

Inter-American Magnet School  
919 West Barry Avenue  
Chicago, Illinois 60657

LaSalle Language Academy  
1734 North Orleans Street  
Chicago, Illinois 60614

Lincoln, Abraham  
615 West Kemper Place  
Chicago, Illinois 60614

Mulligan, James A.  
1855 North Sheffield Avenue  
Chicago, Illinois 60614

Nettelhorst, Louis  
3252 North Broadway  
Chicago, Illinois 60657

Ravenswood  
4332 North Paulina Street  
Chicago, Illinois 60613

Byford, William H.  
5600 West Iowa Street  
Chicago, Illinois 60651

Avondale  
2945 North Sawyer Avenue  
Chicago, Illinois 60618

Ward, Laura S.  
410 North Monticello Avenue  
Chicago, Illinois 60624

Andersen, Hans Christian  
1148 North Honore Street  
Chicago, Illinois 60622

Carpenter, Philo  
1250 West Erie Street  
Chicago, Illinois 60622

Chopin, Frederic  
2450 West Rice Street  
Chicago, Illinois 60622

Moos, Bernhard  
1711 North California Avenue  
Chicago, Illinois 60647

Otis, James  
525 North Armour Street  
Chicago, Illinois 60622

Clark, Michelle, Middle School  
5101 West Harrison Street  
Chicago, Illinois 60644

Melody, Genevieve  
412 South Keeler Avenue  
Chicago, Illinois 60624

Cooper, Peter  
1624 West 19th Street  
Chicago, Illinois 60608

Everett, Edward  
3419 South Bell Avenue  
Chicago, Illinois 60608

Johnson, James W.  
1420 South Albany Avenue  
Chicago, Illinois 60623

Lathrop, Julia C.  
1440 South Christiana Avenue  
Chicago, Illinois 60623

Pope, Nathaniel  
1852 South Albany Avenue  
Chicago, Illinois 60623

Cather, Willa  
2908 West Washington Boulevard  
Chicago, Illinois 60612

Grant, Ulysses S.  
145 South Campbell Avenue  
Chicago, Illinois 60612

Medill, Joseph, Intermediate and Upper Grades  
1326 West 14th Place  
Chicago, Illinois 60608

Spaulding, Jesse  
1628 West Washington Boulevard  
Chicago, Illinois 60612

Cardenas, Lazaro  
2345 South Millard Avenue  
Chicago, Illinois 60623

Henson, Matthew A.  
1326 South Avers Avenue  
Chicago, Illinois 60623

Herzl, Theodore  
3711 West Douglas Boulevard  
Chicago, Illinois 60623

Hughes, Charles Evans  
4247 West 15th Street  
Chicago, Illinois 60623

Paderewski, Ignace  
2221 South Lawndale Avenue  
Chicago, Illinois 60623

Sumner, Charles  
4320 West 5th Avenue  
Chicago, Illinois 60624

Webster, Daniel  
4055 West Arthington Street  
Chicago, Illinois 60624

Abbott, Robert S.  
3630 South Wells Street  
Chicago, Illinois 60609

Doolittle, James R., Jr. (West)  
521 East 35th Street  
Chicago, Illinois 60616

Drake, John B.  
2722 South Dr. Martin Luther King Jr. Drive  
Chicago, Illinois 60616

Einstein, Albert  
3830 South Cottage Grove Avenue  
Chicago, Illinois 60653

Healy, Robert  
3010 South Parnell Avenue  
Chicago, Illinois 60616

Hearst, Phoebe Apperson  
4640 South Lamont Avenue  
Chicago, Illinois 60638

Holmes, Oliver Wendell  
955 West Garfield Boulevard  
Chicago, Illinois 60621

Beethoven, Ludwig Van  
25 West 47th Street  
Chicago, Illinois 60609

Dyett, Walter H., Middle School  
555 East 51st Street  
Chicago, Illinois 60615

Farren, John  
5055 South State Street  
Chicago, Illinois 60609

Hartigan, Edward  
8 West Root Street  
Chicago, Illinois 60609

Overton, Anthony  
221 East 49th Street  
Chicago, Illinois 60615

Terrell, Mary C.  
5410 South State Street  
Chicago, Illinois 60609

Hope, John, Community Academy  
5515 South Lowe Avenue  
Chicago, Illinois 60621

Murray, Philip, Language Academy  
5335 South Kenwood Avenue  
Chicago, Illinois 60615

Oakenwald South, Intermediate and Upper Grades  
4071 South Lake Park Avenue  
Chicago, Illinois 60653

Reavis, William Claude  
834 East 50th Street  
Chicago, Illinois 60615

Sexton, Austin O.  
6020 South Langley Avenue  
Chicago, Illinois 60637

Raster, Hermann  
6936 South Hermitage Avenue  
Chicago, Illinois 60636

Morgan, Garrett A.  
8407 South Kerfoot Avenue  
Chicago, Illinois 60620

Turner-Drew Language Academy  
9300 South Princeton Avenue  
Chicago, Illinois 60620

Vanderpoel, John H., Humanities Academy  
9510 South Prospect Avenue  
Chicago, Illinois 60643

Whistler, John  
11533 South Ada Street  
Chicago, Illinois 60643

White, Edward H., Branch of  
1136 West 122nd Street  
Chicago, Illinois 60643

Smith, Wendell  
744 East 103rd Street  
Chicago, Illinois 60628

Aldridge, Ira F.  
630 East 131st Street  
Chicago, Illinois 60627

Curtis, George W.  
32 East 115th Street  
Chicago, Illinois 60628

Austin Community Academy High School  
231 North Pine Avenue  
Chicago, Illinois 60644

Clemente, Roberto, Community Academy  
1147 North Western Avenue  
Chicago, Illinois 60622

Flower, Lucy L., Vocational High School  
3545 West Fulton Boulevard  
Chicago, Illinois 60624

Foreman, Edwin G., High School  
3235 North Leclair Avenue  
Chicago, Illinois 60641

Kelvyn Park High School  
4343 West Wrightwood Avenue  
Chicago, Illinois 60639

Lake View High School  
4015 North Ashland Avenue  
Chicago, Illinois 60613

Lane, Albert G., Technical High School  
2501 West Addison Street  
Chicago, Illinois 60618

Near North Career Metropolitan High School  
1450 North Larrabee Street  
Chicago, Illinois 60610

Orr, Rezin, Community Academy High School  
730 North Pulaski Road  
Chicago, Illinois 60624

Prosser, Charles A., Vocational High School  
2148 North Long Avenue  
Chicago, Illinois 60639

Roosevelt, Theodore, High School  
3436 West Wilson Avenue  
Chicago, Illinois 60625

Schurz, Carl, High School  
3601 North Milwaukee Avenue  
Chicago, Illinois 60641

Senn, Nicholas, Metropolitan High School of Technology  
5900 North Glenwood Avenue  
Chicago, Illinois 60660

Steinmetz, Charles P., High School  
3030 North Mobile Avenue  
Chicago, Illinois 60634

Taft, William Howard, High School  
6545 West Hurlbut Street  
Chicago, Illinois 60631

Von Steuben, Frederick W., Metropolitan High  
Schools of Sciences  
5039 North Kimball Avenue  
Chicago, Illinois 60625

Westinghouse, George, Vocational High School  
3301 West Franklin Boulevard  
Chicago, Illinois 60624

Collins, George W., High School  
1313 South Sacramento Boulevard  
Chicago, Illinois 60623

Crane, Richard T., High School  
2245 West Jackson Boulevard  
Chicago, Illinois 60612

Cregier, DeWitt C., Vocational High School  
2040 West Adams Street  
Chicago, Illinois 60612

Curie, Maria Sklodowska, Metropolitan High School of the Arts  
4959 South Archer Avenue  
Chicago, Illinois 60632

DuSable, Jean Baptiste Point, High School  
4934 South Wabash Avenue  
Chicago, Illinois 60615



Farragut, David, G., Career Academy High School  
2345 South Christiana Avenue  
Chicago, Illinois 60623

Hyde Park Career Academy High School  
6220 South Stony Island Avenue  
Chicago, Illinois 60637

Juarez, Benito, High School  
2150 South Laflin Street  
Chicago, Illinois 60608

Kennedy, John F., High School  
6325 West 56th Street  
Chicago, Illinois 60638

Manley, Hugh, High School  
2935 West Polk Street  
Chicago, Illinois 60612

Marshall, John, Metropolitan High School  
of Medical and Health Services  
3250 West Adams Street  
Chicago, Illinois 60624

Phillips, Wendell, High School  
244 East Pershing Road  
Chicago, Illinois 60653

Richards, Ellen H., Vocational High School  
5516 South Maplewood Avenue  
Chicago, Illinois 60629

Tilden, Edward, High School  
4747 South Union Avenue  
Chicago, Illinois 60609

Young, Whitney, Magnet High School  
211 South Laflin Street  
Chicago, Illinois 60607

Bogan, William J., High School  
3939 West 79th Street  
Chicago, Illinois 60652

Bowen, James H., High School  
2710 East 89th Street  
Chicago, Illinois 60617

Calumet High School  
8131 South May Street  
Chicago, Illinois 60620

Carver, George Washington, High School  
13100 South Doty Avenue  
Chicago, Illinois 60627

Chicago Vocational High School  
2100 East 87th Street  
Chicago, Illinois 60617

Corliss, George H., High School  
821 East 103rd Street  
Chicago, Illinois 60628

Fenger, Christian, High School  
11220 South Wallace Street  
Chicago, Illinois 60628

Harlan, John M., Community Academy High School  
9652 South Michigan Avenue  
Chicago, Illinois 60628

Hirsch, Emil G., Metropolitan  
7740 South Ingleside Avenue  
Chicago, Illinois 60619

Hubbard, Gordon, S., High School  
6200 South Hamlin Avenue  
Chicago, Illinois 60629

Julian, Percy L., High School  
10330 South Elizabeth Street  
Chicago, Illinois 60643

Kenwood Academy High School  
5015 South Blackstone Avenue  
Chicago, Illinois 60615

King, Martin Luther, Jr. (Dr.) High School  
4445 South Drexel Boulevard  
Chicago, Illinois 60653

Lindblom, Robert, Technical High School  
6130 South Wolcott Avenue  
Chicago, Illinois 60636

Morgan Park High School  
1744 West Pryor Avenue  
Chicago, Illinois 60643

Robeson, Paul, High School  
6835 South Normal Avenue  
Chicago, Illinois 60621

South Shore Community Academy High School  
7529 South Constance Avenue  
Chicago, Illinois 60649

1. Disney, Walt, Magnet  
Unit No. 8000

Parcel 1:

Lots 11 and 12 in the School's Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, and also that part of the accretions east of and adjoining said Lots 11 and 12 and lying West of the west boundary line of Lincoln Park as shown on Plat recorded October 5, 1917 as Document No. 6205438; also

Parcel 2:

Lots 17 and 18 (except that part of said Lots taken or used for street) in the School's Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian; also

Parcel 3:

Vacated street lying East of and adjoining Lots 17 and 18 and lying West of and adjoining Lots 11 and 12 in the School's Trustees Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

2. McPherson, James B.  
Unit No. 4800

Parcel 1:

Lots 3 to 7 inclusive and the north half of Lot 8, also the north 34 feet of Lot 19, all of Lots 20 to 22 and vacated alleys also Sublots 1 to 5 inclusive of Jos. P. Tracy's Resubdivision of Lots 23 and 24. Block 2 "Ravenswood" being a subdivision of the northeast quarter (except the north 20 acres of east half thereof) also the northeast quarter of the southeast quarter of Section 18 and south half of southwest quarter of northwest quarter of Section 17, Township 40 North, Range 14 East of Third Principal Meridian in Cook County, Illinois; also Sublots 1 to 4 inclusive of Stave & Schneider's Sublots 1 and 2 in Block 2.

3. Stockton, Joseph  
Unit No. 6060

Parcel 1:

Lots 77 to 84 in the subdivision of the south quarter of the east half of the northwest quarter (except the east 569.25 feet) in Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lot 60 in Sunnyside Addition to Sheridan Park in the northwest quarter of Section 17, aforesaid, being a subdivision of the south 663 feet of part of the west half of the northwest quarter east of Clark Street (except streets, etc.); also

Parcel 3:

Lots 1 to 7, both inclusive in A. J. Pruitt's Resubdivision of Lots 36 to 39, both inclusive, and Lots 52 to 59, both inclusive, in Sunnyside Addition to Sheridan Park, aforesaid; also

Parcel 4:

Sub-lots 1 to 10, both inclusive, in Robert W. T. Christianson's Resubdivision of Lots 61 to 72, both inclusive, in Sunnyside Addition to Sheridan Park, aforesaid, and vacated north and south public alley; all in Cook County, Illinois.

4. Stone, Leander, Scholastic Academy  
Unit No. 6070

## Parcel 1:

Lots 1 to 18, Block 3 and Lots 1 to 18, Block 4, Wieter's Devon-Leavitt Addition to North Edgewater in the north half of the northwest quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, and vacated alleys and street, in Cook County, Illinois.

5. Franklin, Benjamin, Performing And Creative Arts Magnet School  
Unit No. 3420

## Parcel 1:

Lots 2 to 5, both inclusive, except that part used for street in Sullivan's Subdivision of the north part of Lots 166 and 167 in Bronson's Addition to Chicago in the northeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 2:

South 160 feet of Lot 166 (except west 23 feet thereof) and south 160 feet of Lot 167 (except alley) in Bronson's Addition to Chicago, aforesaid; also

## Parcel 3:

Lots 73 to 88 and Lots 81 1/2, 82 1/2, 85 1/2 and 86 1/2, all inclusive, in Ogden's Subdivision of Lots 142 to 151, 154 to 156, 163 to 165, 168 to 173, 176 and 178 to 183, in Bronson's Addition to Chicago, aforesaid; also

## Parcel 4:

Lots 174 and 175 in Bronson's Addition to Chicago, aforesaid; also

## Parcel 5:

Lots 1, 2 and Lots 4 to 8, both inclusive, in Assessor's Division of Lots 185 and 186 in Bronson's Addition to Chicago, aforesaid; also

## Parcel 6:

Lots 1, 2 and 3 in the Superior Court Commissioner's Subdivision of Lot 3 in the Assessor's Division of Lots 185 and 186 in Bronson's Addition to Chicago, aforesaid; also

## Parcel 7:

North half of Lot 184 in Bronson's Addition to Chicago, aforesaid; also

## Parcel 8:

Lots 1 and 2 in subdivision of south half of Lot 184 in Bronson's Addition to Chicago, aforesaid.

6. Inter-American Magnet School  
Unit No. 4890

## Parcel 1:

Sublots 1 to 8, inclusive, in Lockwood's Subdivision of Lot 15, in Block 4 in Canal Trustee's Subdivision of the east half of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, and the north half of vacated West Nelson Street lying South of and adjoining Lots 5 to 8, inclusive, in Lockwood's Subdivision of Lot 15, aforesaid; also

## Parcel 2:

Lots 1 to 6, inclusive in Mitchell's Subdivision of Lot 12 in Noble Bickerdike Clarke Subdivision in Block 4 in Canal Trustee's Subdivision, and the north half of vacated West Nelson Street lying South of and adjoining Lots 4 to 6, inclusive, in Mitchell's Subdivision of Lot 12, aforesaid; also

## Parcel 3:

North half of west 100 feet of Lot 11 and south half of west 50 feet of Lot 11 (except street), in Block 4 in Canal Trustee's Subdivision, and the north half of vacated West Nelson Street lying South of and adjoining the south half of west 50 feet of Lot 11 (except street); also

## Parcel 4:

Lots 1 and 2, in Kraemer and Weber's Subdivision of the south half of Lot 11 (except west 50 feet thereof) and south half of Lots 7 and 8 and the west half of vacated street adjoining said south half of Lot 7 in Block 4 in Canal Trustee's Subdivision, and the north half of vacated West Nelson Street lying South of and adjoining Lots 1 and 2, in Kraemer and Weber's Subdivision of the south half of Lot 11, aforesaid, all in Cook County, Illinois.

7. LaSalle Language Academy  
Unit No. 4420

## Parcel 1:

Lots 14 to 39, both inclusive, in subdivision of Lots 35, 36, 37 and that part north of north line of Eugenie Street of Lot 34 in Gale's North Addition to Chicago, being a subdivision of the southwest quarter of the southeast quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 2:

The east half of the west 267 feet of Sublot 1; all Sublot 2; the west 267 feet of Sublots 3 and 4, all in Assessor's Division of Lot 38, in Gale's North Addition to Chicago, being a subdivision of the southwest quarter of the southeast quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and vacated alleys.

8. Lincoln, Abraham  
Unit No. 4480

## Parcel 1:

Lots 22 to 26 of Wm. Kemper's Subdivision of that part lying North of the south 150 feet of the west half of Block 6 also except the north 18 feet of Lot 2 of Assessor's Division of the east half of Block 6 in Canal Trustees' Subdivision of the north half and the north half of the southeast quarter and the east half of the southwest quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

9. Mulligan, James A.  
Unit No. 5010

Parcel 1:

Lots 27 to 34 in Subblock 4 of Block 5 in Sheffield Addition to Chicago in the southwest quarter of Section 29, southeast quarter and the south half of the northeast quarter of Section 31, all of Section 32 and the west half of the southwest quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

10. Nettelhorst  
Unit No. 5070

Parcel 1:

South 89.76 feet of the north 122.76 feet of the east 321.43 feet of Lot 30, in Pine Grove, in Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

East 33 feet of subdivision Lot 1 in Gehrke & Bruckman's Subdivision of the west part of the north 122.76 of Lot 30 in Pine Grove, aforesaid; also

Parcel 3:

Lots 1 to 5 of Peter's Resubdivision of Sublots 1 to 5 of H. M. Peter's Subdivision of part of Lot 30 in Pine Grove, aforesaid; also

Parcel 4:

Sublots 6 to 14 in H. M. Peter's Subdivision of part of Lot 30, in Pine Grove, being a subdivision of Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.



11. Ravenswood  
Unit No. 5550

Parcel 1:

Lots 1 to 12 in Block 25, Ravenswood, being a subdivision of the northeast quarter (except the north 20 acres east half thereof) also the northeast quarter of the southeast quarter of Section 18, Township 40 North, Range 14 East, and the south half of the southwest quarter of the northwest quarter lying West of Clark Street of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

12. Byford, William H.  
Unit No. 2550

Parcel 1:

Lots 1 to 36, inclusive, in Block 9 of the resubdivision of Blocks 1, 2, 8, 9, 10 and 11 of Salisbury's Subdivision of the east half of the southeast quarter of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois and vacated alley.

13. Avondale  
Unit No. 2140

Parcel 1:

Lots 6 to 48 in Subblock 1 of Hull's Subdivision of Block 7 (except the north 122 feet of east 123 feet thereof) in Brands Subdivision of the northeast quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois; also

The north 122 feet of the east 123 feet of Block 7, in Brands Subdivision of the northeast quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois and vacated alley.

14. Ward, Laura S.  
Unit No. 5470

Parcel 1:

The south half of Lot 12 and Lots 13 to 23, inclusive, in Van Wyck's Subdivision of Block 15 in W. J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lots 11 to 18, inclusive, in Van Bezey's Subdivision of Lots 24 to 41, inclusive, of Van Wyck's Subdivision of Block 15 in W. J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 3:

Lots 6, 7, 8 and Lot 9 (except that part of Lot 9 taken or used for street) in Elizabeth Howell's Subdivision of part of Block 16 in W. J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois.

15. Andersen, Hans Christian  
Unit No. 2060

Parcel 1:

Lots 1 to 25 and 37 to 59 in Lull & Mayer's Subdivision of the west half of Block 1, in Cochran's Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and vacated alleys.

16. Carpenter, Philo  
Unit No. 2640

Parcel 1:

The east 213 feet of the north 205 feet of Block 6 in Taylor's Subdivision of Block 1 of Assessor's Division of the east half of the northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian; also Lot 30 (except the west 2 feet thereof) and all of Lots 31 to 58, both inclusive, in the subdivision of the west 1,050 feet of Block 6 in Taylor's Subdivision aforementioned; together with vacated street and alley, all in Cook County, Illinois; also

## Parcel 2:

Lots 1 to 23, both inclusive, in the subdivision of that part of Block 2 lying North of Erie Street in the Assessor's Division of the east half of the northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

17. Chopin, Frederic  
Unit No. 2770

## Parcel 1:

Lots 1 to 19, both inclusive, and Lots 31 to 49, both inclusive, in Block 3 of Carmichael's Subdivision of north three-fourths of east half of southeast quarter of southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, and vacated alley.

18. Moos, Bernhard  
Unit No. 4870

## Parcel 1:

Lots 3 to 25, inclusive, and the north 9 feet of Lot 26 in Louis' Subdivision of the southwest part of Block 6 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

19. Otis School  
Unit No. 5220

## Parcel 1:

Lots 1 to 23, both inclusive, of resubdivision of Lots 1 to 15, in Block 14 in Bickerdike's Addition to Chicago in west half of northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois; also

## Parcel 2:

Lots 16 to 30, both inclusive, in Block 14 in Bickerdike's Addition to Chicago in west half of northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

20. Clark, Michele, Middle School  
Unit No. 6620

## Parcel 1:

That part of Lots 178, 190, 191, 192 and 193 and of vacated South Lemington Avenue, in School Trustee's Subdivision of the north part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, lying North of the north line of Flournoy Street and lying between lines that are 325 feet east and 935 feet east as measured on the north line of said lots, of and parallel to the east line of Laramie Avenue, in Cook County, Illinois; also

## Parcel 2:

The south 50 feet of the north 151 feet of Lot 176 and the south 50 feet of the north 152 feet of Lots 177 and 178 all in School Trustee's Subdivision of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

21. Melody, Genevieve  
Unit No. 7190

## Parcel 1:

Lots 12 to 33, both inclusive, in Block 1 in Colorado Second Addition to Chicago, being a subdivision of Lots 3 and 4 in Circuit Court Partition of the east half of the southwest quarter of the northeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

22. Cooper, Peter  
Unit No. 2890

## Parcel 1:

Lots 59 to 94, both inclusive, in Block 48 in Walker's Subdivision of Blocks 33, 34, 47 and part of Block 48 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

(Does not include those parcels, or any portion thereof underlying the Cooper Upper Grade Center).

23. Everett, Edward  
Unit No. 3260

Parcel 1:

Lots 39 to 50 inclusive, in Block 24 in S. J. Walker's Subdivision of the northwest quarter of Section 31, Township 39 North, Range 14 East (south of Illinois and Michigan Canal) of the Third Principal Meridian in Cook County, Illinois.

24. Johnson, James W.  
Unit No. 6940

Parcel 1:

Lots 5 to 15, both inclusive, in Block 2 in Douglas Park Addition to Chicago in Sections 23 and 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

25. Lathrop, Julia C.  
Unit No. 6750

Parcel 1:

Lots 11 to 36, both inclusive, in Subblock 2 of Block 5 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

26. Pope, Nathaniel  
Unit No. 5480

## Parcel 1:

Lots 1 to 16 in Block 7 in Douglas Park Addition to Chicago, being a resubdivision of Blocks 6, 7, 16 and 17 in the west half of the southwest quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

27. Cather, Willa  
Unit No. 6730

## Parcel 1:

Lots 1 to 10, both inclusive, in Wheeler's Subdivision of Lots 1 to 8, both inclusive, and the east 4 feet of Lot 9 in S. H. Wheeler's Subdivision of Block 17 in D. S. Lee's and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley; also

## Parcel 2:

Lots 4 to 10, both inclusive, in the subdivision of Lots 10 to 17 and Lot 9 (except the east 4 feet thereof) in S. H. Wheeler Subdivision of Block 17 in Lee and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys; also

## Parcel 3:

Lots A, B, C, D and E and east half of Lot 23, and all of Lots 24 to 30, both inclusive, in Samuel H. Wheeler's Subdivision of Block 17 in D. S. Lee's and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

28. Grant, Ulysses S.  
Unit No. 3610

## Parcel 1:

Lots 1 to 6, both inclusive, in the subdivision of Lots 32 and 33 and the west 8 feet of Lot 34 in the Circuit Court Commissioner's Partition of Lot 4 in Block 8 in Rockwell's Addition to Chicago in the northeast quarter of Section 13, Township 39 North, Range 13 East of the

Third Principal Meridian, in Cook County, Illinois, together with the north and south three-foot private alley east of and adjoining said Lots 1 to 6, in the subdivision aforesaid; also

Parcel 2:

The east 25 feet of Lot 34 and all of Lots 35, 36, 39 and 40 in the Circuit Court Commissioner's Partition of Lot 4 in Block 8 in Rockwell's Addition to Chicago, aforesaid; also

Parcel 3:

Lots 1 to 4, both inclusive, in the subdivision of Lots 37 and 38 of Superior Court Partition of Lot 4 in Block 8 in Rockwell's Addition to Chicago, aforesaid; also

Parcel 4:

Lots 36 to 41, both inclusive, in Wilcox's Subdivision of the east half of the northeast quarter of the northeast quarter of the northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 5:

Lots 12 to 25, both inclusive, in B. W. Thomas' Subdivision of Lots 12 and 13, in Block 7 in Rockwell's Addition to Chicago in northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley (except that part taken by City of Chicago in condemnation suit, Case General No. 58-C-12620 for West Adams Street); also

Parcel 6:

Lots 1 to 9 and 12 to 20, inclusive, in the subdivision by the Circuit Court Commissioners of Lot 11, in Block 7 in Rockwell's Addition to Chicago in northeast quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley (except that part thereof taken by City of Chicago in condemnation suit, Case General No. 58-C-12620 for West Adams Street), and vacated part of West Wilcox Street.

29. Medill, Joseph, Intermediate and Upper Grade  
Unit No. 4810

Parcel 1:

Lots 1 to 50, both inclusive, in Block 10 in William Sampson's Subdivision of Blocks 7, 9, 10, 15 and 16 in Sampson and Green's Addition to Chicago, a subdivision in the northwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian (except the 5 acres in the northwest corner of the east half of said tract) in Cook County, Illinois, and vacated alley.

(Does not include those parcels or any portion thereof underlying Medill, North, Primary).

30. Spalding, Jesse  
Unit No. 5990

Parcel 1:

Sublots 1 to 18, both inclusive, in Assessor's Division of Lots 6 to 10 in Block 49, Canal Trustee's Subdivision in the southeast quarter of Section 7, Township 39 North, Range 14 east of Third Principal Meridian, the north 32-1/2 feet of the south 208.9 feet of east 125 feet of Block 49, Canal Trustee's Subdivision, et cetera, Lots 1 to 8, both inclusive, in Carpenter's Subdivision of the east 125 feet of the south half of Block 49 (except the north 107.5 feet thereof) (and vacated alleys) in Canal Trustee's Subdivision, etc.; also

Parcel 2:

Lots 1, 2, 3, 11 and 12 of Subblock 4 of Page and Woods' Subdivision of Block 50 of Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, and Lots 7 and 8 in Egans' Subdivision of Lots 7 to 10 of said Subblock 4 of Block 50, and the 20-foot alley lying between said Lots in said Subblock 4 of Block 50 aforesaid; also

Parcel 3:

Lots 5 and 6 in Subblock 4 of Page and Woods Subdivision aforesaid and Lots 1, 2, 3, and 4 in Egan's Subdivision aforesaid, and the 20-foot alley lying between said Lots in Subblock 4 of said Block 50 of said Canal Trustees Subdivision, all in Cook County, Illinois.



(Does not include those parcels or any portion thereof underlying the Spaulding High School).

31. Cardenas, Lazaro  
Unit No. 4320

Parcel 1:

Lots 1 to 11, inclusive, and Lots 45 to 48, inclusive, in Block 5 of Millard and Decker's Subdivision of the east half of the east half of the northwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

32. Henson, Matthew A.  
Unit No. 6570

Parcel 1:

Lots 1 to 13, inclusive, the north 18 feet of Lot 14 and Lots 35 to 48, inclusive, in Block 6 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

33. Herzl, Theodore  
Unit No. 3979

Parcel 1:

Lots 4 and 5 in the resubdivision of the south 33 feet of Lot 4, Lot 5, the north 34 feet of Lot 6, the south 33 feet of Lot 16, Lot 17, Lot 18 and the north 1 foot of Lot 19, together with the vacated alley to the rear of and adjoining said Lots 4, 5 and 6, all in Block 2 of Bond's Addition to Chicago in the west half of the southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

The south eight (8) feet of Lots 2 and 14, all of Lots 3 to 12, both inclusive, and all of Lots 15 to 24, both inclusive, in Block 1 in Bond's Addition to Chicago of the west half of the

southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley.

34. Hughes, Charles Evans  
Unit No. 4110

Parcel 1:

Lots 1 to 6, both inclusive, and Lots 43 to 47, both inclusive, in Block 1 in Citizen's Land Association Subdivision of Blocks 7 and 8 in the subdivision by L. C. Paine Freer (as receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and south half of vacated West 15th Street and vacated alley.

35. Paderewski, Ignace  
Unit No. 6930

Parcel 1:

Lots 19 to 25, inclusive, in Block 1 of the subdivision of Lot 2 in Chas. C. Mowry's Subdivision of the east half of the northwest quarter and the west half of the west half of the northeast quarter in Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 4, inclusive, in Kesler and Hairs Subdivision of that part of Block 3 in Chas. C. Mowry's Subdivision of the east half of the northwest quarter and the west half of the west half of the northeast quarter in Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, lying North of the Chicago, Burlington and Quincy Railroad; all in Cook County, Illinois; also

Parcel 3:

Lot 6 (except the east 8 feet thereof), all of Lots 7 to 11, both inclusive, and all of Lot A in Block 7 in Millard and Decker's Subdivision of the east half of the east half of the northwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

36. Sumner, Charles  
Unit No. 6110

Lots 16 to 32, inclusive, in Gunderson and Gauger's Second Addition to Chicago, a subdivision of Lots 2, 3, 4, 5 and 6 in Block 11 in the partition of the west half of the northeast quarter and of that part lying North of the Barry Point Road of the west half of the west half of the southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian; also

Lots 1, 2 and 9 to 16, inclusive, in Block 11 in George H. Park's Addition to Chicago, a subdivision of Lots 1 and 6 in Block 9 and Lots 1 and 6 in Block 10 and Lots 1 and 7 in Block 11, all in the partition of the west half of the west half of the northeast quarter and that part of the west half of the west half of the southeast quarter lying North of the Barry Point Road of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian; also

Lots 8, 9, 10 and 11 in Block 2 in Webster Batcheller's Subdivision of part of the east half of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian (lying North of the north line of the Chicago and Great Western Railroad of the east half of that part of the west half of the southeast quarter south of the Barry Point Road), all in Cook County, Illinois.

37. Webster, Daniel  
Unit No. 6380

Parcel 1:

Lots 12 to 38, both inclusive, in Block 1 of 12th Street Land Association's Subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, and vacated alley.

38. Abbott, Robert S.  
Unit No. 2010

Parcel 1:

Lots 51 to 70, both inclusive, and Lots 93, 94 and 101 in LeMoyne's Subdivision of the south half of Block 19 in the Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 2:

Lots 1 to 7, both inclusive, of subdivision of Lots 95 to 100, both inclusive, in LeMoynes Subdivision, aforesaid, and vacated alleys.

39. Doolittle, James R., Jr. (West)  
Unit No. 7620

## Parcel 1:

That part of the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at the southwest corner of Lot 1 in D. J. McCormick's Subdivision of Lot 5 and that part of Lot 6 north of Bryant Street in Block 4 in Ellis West Addition to Chicago, being a subdivision of the west 86.06 acres of the southeast quarter of Section 34 aforesaid; thence North to the northwest corner of Lot 4 in Crocker's Subdivision of Sublots 23 to 26 in Vandervoort's Subdivision of Lots 1 and 2 in Block 4 aforesaid; thence East along the north line of Lots 1 to 4 in Crocker's Subdivision aforesaid and along the north line of Lot 22 in Vandervoort's Subdivision aforesaid to the east line of the west 2.0 feet of Lot 22 in Vandervoort's Subdivision aforesaid; thence South along said east line and its southerly extension to a point on a line 7.50 feet north of and parallel with a line drawn from the northwest corner of Lot 1 in D. J. McCormick's Subdivision aforesaid to the northeast corner of Lot 1 in Weston's Subdivision of Lots 4, 7 and 8 in said Block 4; thence East along said parallel line to a point on the northerly extension of the east line of Lot 10 in D. J. McCormick's Subdivision aforesaid; thence North along said extension to a point on the south line of Lots 15 to 19 in Vandervoort's Subdivision aforesaid; thence East along said south line to a point on the northerly extension of the west line of Lot 4 in the subdivision of the east 8 feet of Lot 5 and the east 8.0 feet of that part of Lot 6 lying North of Bryant Avenue, together with Lot 11 (except the east 22-1/2 feet thereof) and Lot 12 of Weston's Subdivision aforesaid; thence South along said extension to a point on the parallel line heretofore described; thence East along said parallel line to a point on the southerly extension of the center line of the alley west of and adjoining Lots 1 to 9 in the subdivision of Lot 3 in Block 4 aforesaid; thence North along said center line to a point on the westerly extension of the north line of Lot 1 in the subdivision of Lot 3 in Block 4 aforesaid; thence East along the north line of said Lot 1 to the northeast corner thereof; thence Southwesterly along the southeasterly line of Lots 1 to 9 aforesaid to the southeast corner of said Lot 9; thence West along the south line of said Lot 9 to a point on the northeasterly extension of the southeasterly line of Lot 1 in Weston's Subdivision aforesaid; thence Southwesterly along the southeasterly line of said Lot 1 to the southeast corner thereof; thence West to the point of beginning, all in Cook County, Illinois; also

## Parcel 2:

Sublots 1 to 21, both inclusive, and Lot 22 (except the west 2 feet thereof) in Vandervoort's Subdivision of Lots 1 and 2, Block 4 in Ellis West or First Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Lots 10 to 18, both inclusive, in E. Wadlow's Subdivision of Lot 3 in Block 4 in Ellis West or First Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 4:

That part of vacated alleys not included above.

(Does not include those parcels or any portion thereof underlying the Doolittle School - East.)

40. Drake, John B.  
Unit No. 3100

Parcel 1:

That part of Lots 2 through 6, both inclusive, in H. McAuley's Subdivision of Block 84 in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian lying West of the west line of South South Park Way as widened by Condemnation Proceeding, Circuit Court Case No. B 74323 C, in Cook County, Illinois; also

Parcel 2:

Lots 11 and 12 in McAuley's Subdivision in Block 84, in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Sublots 1 to 7, both inclusive, in Burley's Subdivision of Lots 7 to 10, in Block 84 in Canal Trustee's Subdivision, aforesaid; also

Parcel 4:

Lots 1 to 6, both inclusive, Lot 7 (except the south 4 feet thereof) and (except the east 132 feet of said lots), and Lots 17 to 24, both inclusive, in Subblock 1, in Laflin and Smith's Subdivision of Block 85 in Canal Trustee's Subdivision, aforesaid, and vacated alley; also  
Parcel 5:

A tract of land in the southwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at a point on the north line of East 29th Street, said point being the southwest corner of Lot 10 in the Assessor's Division of the east half of Block 90 in the Canal Trustee's Subdivision of the west half of Section 27 aforesaid; thence North along the east line of South Calumet Avenue to the northwest corner of Lot 16 in Block 1 in Laflin and Smith's Subdivision of Block 85 in Canal Trustee's Subdivision aforesaid; thence East along the north line of said lot and its extension to a point on the center line of the vacated 20-foot alley in said Block 1; thence North along said center line to the point of intersection with the westerly extension of the north line of the south 4.0 feet of Lot 7 in said Block 1; thence East along said north line to the west line of South South Parkway as widened by Condemnation Proceedings, Circuit Court Case No. B 74323 C; thence South along said west line to a point on the north line of East 29th Street, being also the south line of Lot 7 in the Assessor's Division of the east half of Block 90, aforesaid; thence West along said north line of East 29th Street to the place of beginning, in Cook County, Illinois.

(Does not include those parcels or a portion thereof underlying the Drake E.V.G. Center.)

41. Einstein, Albert  
Unit No. 3210

Parcel 1:

All that part of the following described property lying East of a line 175 feet southwesterly of and parallel with the southwesterly line of Cottage Grove Avenue, as widened: the Chicago City Railway Company's Block "A" being a consolidation of sundry lots, together with vacated half street and alleys in the east part of Ellis' Addition to Chicago, formerly described as Lots 39, 40, 41 and 46, the west half of Lot 47 and that part of Lot 42 lying North of the 16-foot east and west alley as shown on the plat of Allerton's Subdivision of part of Lots 41, 42 and 44 (except Lots 1, 4, 5, 8, 9 and the east half of alley west and adjoining in Cornell's Subdivision of said lot) and Lot 45 (except that part of the southerly 22 feet of said Lot 45 lying Easterly of the following described tract of land to wit: commencing at the southwest corner of said Lot 45; thence Easterly along the south line of

said Lot 45, 172.42 feet; thence Northerly at right angles with said south line of said Lot 45, 22 feet; thence Westerly parallel with said south line of said Lot 45 to the west line of said lot; and thence South on the west line of said Lot 45 to the place of beginning) all in east part of Ellis' Addition in the south half of the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, excepting from the above described premises those portions of said premises taken and used for Langley Avenue, 38th Street and Cottage Grove Avenue; also

Parcel 2:

Lots 1 to 5, both inclusive, and the east 8 feet of vacated alley lying Westerly and adjoining said Lots 1 to 5 in Johnson's Subdivision of the east half of Lot 47 in Ellis East Addition to Chicago, in the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and south 33 feet of vacated 38th Street; also

Parcel 3:

That part of the southerly 22 feet of Lot 45 in Ellis East Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, lying Easterly of a line drawn at right angles to the southerly line at a point 172.42 feet easterly of the southwesterly corner of said Lot 45 (except that part thereof taken for South Cottage Grove Avenue) in Cook County, Illinois; also

Parcel 4:

Lots 1, 4, 5, 8 and 9 (except that part thereof taken for South Cottage Grove Avenue and except the south 8.5 inches of Lot 9) in Cornell's Subdivision of Lot 44 in Ellis East Addition to Chicago in the southeast quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

42. Healy, Robert, School  
Unit No. 3880

Parcel 1:

Lots 1 to 19, both inclusive, and Lots 31 to 49, both inclusive, in Block 8 in David Davis' South Addition, being a subdivision of the southeast quarter of the southwest quarter (except the east 83 feet) of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated public alleys.

43. Hearst, Phoebe Apperson  
Unit No. 3890

Parcel 1:

Lots 1 to 36, both inclusive, in Block 23 and Lots 1 to 36, both inclusive, in Block 24 in Frederick H. Bartlett's "Central Chicago" being a subdivision in the southeast quarter of Section 4 and in the northeast quarter and southwest quarter of Section 9, all in Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois and vacated street and alleys.

44. Holmes, Oliver Wendell  
Unit No. 4030

Parcel 1:

Lots 1 to 22, inclusive, in Block 4 in Eames' Subdivision of the northeast quarter of the northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 1 to 9, both inclusive, in H. C. Grays' Resubdivision of Lots 23 to 34 in Block 4 in Eames' Subdivision of the northeast quarter of the northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

45. Beethoven, Ludwig Van  
Unit No. 6540

Parcel 1:

A tract of land located in the City of Chicago, lying in the east half of the northeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian and bounded by a line described as follows: commencing at a point on the west line of South State Street 216.78 feet south of the south line of West 47th Street; thence West at right angles to the west line of South State Street, a distance of 426.41 feet; thence South along a line 426.41 feet west of and parallel to the west line of South State Street, a distance of 240



feet; thence East along a line perpendicular to the west line of South State Street to its intersection with the west line of South State Street; thence North along the west line of South State Street to the place of beginning, all in Cook County, Illinois, together with all right, title and interest of the Grantor in and to that part of South State Street abutting aforescribed tract of land.

46. Dyett, Walter H., Middle School  
Unit No. 8070

Parcel 1:

A parcel of land in the southeast quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at a point in the north line of East 51st Street (said north line of East 51st Street being 30.00 feet north of the north line of the southeast quarter of said Section 10) and 75.00 feet west of the center line of South St. Lawrence Avenue (as opened and widened according to Document No. 2302851 recorded November 6, 1895, 66 feet wide); thence South 00 degrees, 00 minutes, 00 seconds West along a line that is perpendicular to the north line of said East 51st Street, a distance of 270.00 feet to the point of beginning; thence continuing South 00 degrees, 00 minutes, 00 seconds West, a distance of 260.66 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 465.00 feet; thence South 00 degrees, 00 minutes, 00 seconds West, a distance of 240.00 feet; thence North 90 degrees, 00 minutes, 00 seconds West, a distance of 140.00 feet; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 390.00 feet; thence South 90 degrees, 00 minutes, 00 seconds East, a distance of 215.00 feet; thence North 00 degrees, 00 minutes, 00 seconds East, a distance of 110.00 feet; thence South 90 degrees, 00 minutes, 00 seconds East, a distance of 390.00 feet to the point of beginning, excepting from the above described property the west 140 feet thereof.

47. Farren, John  
Unit No. 6661

See DuSable High School, No. 86.

48. Hartigan, Edward  
Unit No. 3790

Parcel 1:

A tract of land located in the City of Chicago, County of Cook and State of Illinois, lying in the east half of the northeast quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, and bounded by a line described as follows: commencing at the

intersection of the west line of South State Street with the north line of West Root Street; thence West along the north line of West Root Street, to its intersection with the west line of South Dearborn Street; thence North along the west line of South Dearborn Street, a distance of 233.67 feet to a point; thence East along a line perpendicular to the west line of South State Street a distance of 100 feet more or less to a point being 181.27 feet west of the west line of South State Street; thence North along a line 181.27 feet West of and parallel to the west line of South State Street, to its intersection with the north line of W. F. Day's Subdivision of part of the northeast quarter of Section 4 aforesaid; thence East along the north line of said W. F. Day's Subdivision, to its intersection with the west line of South State Street; thence South along the west line of South State Street, to the place of beginning together with all right, title and interest of the Grantor in and to that part of West Root Street and that part of South State Street abutting aforesaid tract of land.

49. Overton, Anthony  
Unit No. 6960

Parcel 1:

Lots 1 to 7, inclusive, in McCord's Resubdivision of Lots 10, 11 and 12 in Block 3 in Hardin's Subdivision of the east half of the south half of the north half of the south half of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 7, 8 and 9, (except the east 56.7 feet of said Lots 7, 8 and 9) in Block 3 in Hardin's Subdivision of the east half of the south half of the north half of the south half of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Lot "A" in the consolidation of Lots 13 to 36, both inclusive, in Hobart's Subdivision of the west half of the north half of the north half of the southeast quarter of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley lying South of and adjoining said Lot "A".

(Does not include those parcels, or a portion thereof, underlying the Overton Child-Parent Center.)

50. Terrell, Mary C.  
Unit No. 6840

Parcel 1:

Lots 1 to 8, both inclusive, and Lots 27 to 43, both inclusive, in Block 1 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois, and vacated alley.

51. Hope, John, Community Academy  
Unit No. 4130

Parcel 1:

Commonwealth Edison Company's Block "E" (except the west 141 feet 0 inches of the north 151 feet 3-5/8 inches of the south 208 feet 0 inches (except the east 4 feet 0 inches of the north 33 feet 0 inches thereof) being a consolidation of sundry lots, vacated alleys and a street in Block 40 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

52. Murray, Philip, Language Academy  
Unit No. 5030

Parcel 1:

Lots 9 and 12, both inclusive, and Lots 21 to 24, both inclusive, in Block 28 in Kimbark's Addition to Hyde Park, being a subdivision of part of the west half of the southeast quarter of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 1 to 6, both inclusive, in the subdivision of Lot 17, Lot 18 and (except the west 15 feet) Lot 19 in Block 27 in Kimbark's Addition to Hyde Park, being a subdivision of part of the west half of the southeast quarter of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 3:

Vacated South Kenwood Avenue lying East of and adjoining Lots 1 to 6 in the subdivision of Lot 17, aforementioned, as vacated by ordinance passed by the City Council of the City of Chicago at its meeting held December 22, 1958 and duly recorded in the Office of the Recorder of Cook County, Illinois; also

## Parcel 4:

The following described property taken as a tract: (except the north 20 feet) Lots 1 to 8, both inclusive, together with the private alley lying East of and adjoining Lot 5, together with the private alley lying North of and adjoining the west 3 feet of Lot 6 and north of and adjoining Lots 7 and 8, in the resubdivision of Lots 18, 19 and 20 (except the east 142 feet of Lot 18); also the east 142 feet of Lot 18, all in Block 28 in Kimbark's Addition to Hyde Park, being a subdivision of part of the west half of the southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 5:

Vacated public alley lying West of and adjoining Lot 8 (except the north 10 feet thereof) in the subdivision aforesaid, as vacated by ordinance passed by the City Council of the City of Chicago at its meeting held December 22, 1958 and duly recorded in the Office of the Recorder of Cook County, Illinois.

53. Oakenwald South, Intermediate and Upper Grades  
Unit No. 7700

## Parcel 1:

Lots 1, 2, 3 and 4 in O. P. Curran's Subdivision of the south 20 feet of Lots 3 and 4 and all of Lots 5 and 6 together with that part of Michigan Terrace vacated, lying East of east line of said lots and west of west line of Michigan Terrace (reopened), 40 feet west of west line of Illinois Central Railroad, all in Block 11 in Cleaverville, being north part of Fractional Section 2, Township 38 North, Range 14, and south part of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian; also Lots 7 and 8, the north half of Lot 10, all of Lots 9, 11, 12 and 13 in Block 11, Cleaverville, aforesaid; also Lots 1, 2 and 3 of subdivision of south half of Lot 10 in Block 11, in Cleaverville, aforesaid and vacated alley, all in Cook County Illinois.

(Does not include those parcels or a portion thereof underlying Oakenwald North.)

54. Reavis, William Claude  
Unit No. 5580

Parcel 1:

The south 1 foot of Lot 4 and all Lots 5 to 10, Lots 17 to 20, all inclusive, in resubdivision of Lots 1 to 12, both inclusive, of O. Cronkhite's Resubdivision of Lots 7 to 18, both inclusive, in Tyler and Cronkhite Resubdivision of Block 6 in Drexel and Smith's Subdivision of west half, northwest quarter and west half of west half of southwest quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley; also

Parcel 2:

The north and south 20 foot vacated alley lying West of and adjoining the west line of Lots 5 and 6 and east of and adjoining the south 99 feet of the east line of Lot 7, aforesaid; also

Parcel 3:

That part of the north and south 20 foot vacated alley lying West of and adjoining the west line of the south 1 foot of Lot 4 aforesaid, and south of the north line of the south 1 foot of Lot 4 aforesaid extended West, aforesaid; also

Parcel 4:

The vacated north 10 feet of the east and west 20 foot public alley south of and adjoining the south line of Lots 17 to 20, both inclusive, in resubdivision of Lots 1 to 12 of O. Cronkhite's Resubdivision, aforesaid, and part of vacated East 50th Street; also

Parcel 5:

Part of vacated north and south alley, lying West and North of and adjoining Lots 10 and 17 in O. Cronkhite's Resubdivision, aforesaid.

55. Sexton, Austin O.  
Unit No. 5830

## Parcel 1:

Lots 1 to 16, both inclusive, north 9 feet of Lot 25 and all of Lots 26, 27, 28 and 29 in Lincoln Brooke's Park End Subdivision of Lot 14 in Maher's Subdivision of southeast quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and vacated alleys.

56. Raster, Hermann  
Unit No. 5540

## Parcel 1:

Lots 8 to 41, inclusive, also Sublots K & L of resubdivision of Lots 1 to 7 and 42 to 48, inclusive, and vacated alley in Block 8 of E. O. Lamphere's Addition to Englewood, a subdivision of Blocks 1 to 15, inclusive, and the north half of Block 16 in Sea's Subdivision of the east half of the southeast quarter of Section 19, Township 38 North, Range 14 East in the Third Principal Meridian, in Cook County, Illinois.

57. Morgan, Garrett A.  
Unit No. 4830

## Parcel 1:

Lots 34 to 67, inclusive, and the south 9 feet of Lot 33, in Birkhoff's Addition to Auburn Park in Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

58. Turner-Drew Language Academy  
Unit No. 3110

## Parcel 1:

Lots 21A and 21B and that part of Lots 20A and 20B which lies South of a straight line drawn from the most northerly corner of said Lot 21A to a point of compound curve in the westerly line of Princeton Avenue, said point being 250.53 feet northerly of the most southerly corner of said Lot 20B, measured along said westerly line of Princeton Avenue, said point is also 1,109.02 feet north of the base line, and 329.76 feet west of the west line of Wentworth Avenue, said base line forms a right angle with the east line of the west half of the southeast quarter of Section 4 at a point which is 396 feet north of the southeast corner

of said east half, all in Princeton Park Unit No. 2, a subdivision of part of the west half of the southeast quarter of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat recorded May 24, 1946, in Book 359 of plats, pages 44 to 47 as Document No. 13803843; also those parts of Lots 20A and 20B in Princeton Park Unit No. 2 aforementioned described as follows to wit: commencing at a point of compound curve in the easterly line of said Lot 20B which is also the westerly line of Princeton Avenue, said point being 250.53 feet northerly of the most southerly corner of said Lot 20B, measured along said westerly line of Princeton Avenue, said point is also 1,109.02 feet north of the base line and 329.76 feet west of the west line of Wentworth Avenue, said base line forms a right angle with the east line of the west half of the southeast quarter of Section 4 at a point which is 396 feet north of the southeast corner of said west half; thence Northeasterly along the said westerly line of Princeton Avenue a distance of 146.01 feet to a point which is 20 feet southerly of, at right angle measurement from the southerly line of Lot 25 in said Princeton Park, Unit No. 2; thence North 80 degrees 59 minutes west along a line which is 20 feet southerly of and parallel with said southerly line of said Lot 25 for a distance of 335.41 feet to the point of intersection of a line 20 feet southeasterly of and parallel with the southeasterly line of Lot 17 in Princeton Park aforesaid; thence South 36 degrees 25 minutes 20 seconds west on said last described line for a distance of 213.79 feet to the point of intersection of said line with the northerly line of Lot 21A in Princeton Park aforesaid; thence North 77 degrees 57 minutes east along the northerly line of said Lot 21A, a distance of 78.81 feet to northern most corner of said Lot 21A; thence Easterly in a straight line, a distance of 347.38 feet to the place of beginning, in Cook County, Illinois.

59. Vanderpoel, John H., Humanities Academy  
Unit No. 6250

Parcel 1:

Lot 1 and part of Lot 2, also Sublots 1 to 3 and 10 to 12 of O'Neill's Resubdivision of Lot 3 and part of Lot 2 Block 6 in Hillard & Dobbin's 1st Addition to Washington Heights being a subdivision of the east half of the northeast quarter of Section 7 and the northwest quarter of Section 8, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

60. Whistler, John  
Unit No. 6420

Parcel 1:

Lots 1 to 40, both inclusive, in Block 2 of Frederick H. Bartlett's Greater Calumet Subdivision of Chicago, being part of south half of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated public alleys.

61. White, Edward H., Branch of West Pullman  
Unit No. 6402

Parcel A:

Lots 24 to 35, both inclusive, in Block 8 in resubdivision of Blocks 9 to 16, inclusive (except the east 141 feet of Blocks 9 and 16) in First Addition to West Pullman in northeast quarter of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley; also

Parcel B:

That portion of Blocks 7 and 8, in resubdivision of Blocks 9 to 16, inclusive, aforesaid, described as follows, taken as a tract; commencing at the southeast corner of aforesaid Block 7; thence West in the south line of aforesaid Block 7, being the north line of West 122nd Street, a distance of 130.14 feet to the point of beginning of the following described tract of land: thence due North, a distance of 73.83 feet to a point; thence due West, a distance of 147.50 feet to a point; thence due North, a distance of 225.90 feet to a point; thence due West, a distance of 181.74 feet to the northwest corner of Lot 12 in aforesaid Block 8; thence South 0 degrees, 16 minutes, 30 seconds east in the east line of a partially vacated alley, being also the west line of Lots 12 to 23 in aforesaid Block 8, a distance of 299.74 feet to the south line of aforesaid Block 8, being the southeast corner of aforesaid vacated alley; thence due East in the south line of aforesaid Blocks 7 and 8 (being the north line of West 122nd Street), a distance of 327.80 feet to the point of beginning, in Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

62. Smith, Wendell  
Unit No. 3870

Parcel 1:

Beginning at the northeast corner of the intersection of South Cottage Grove Avenue and 103rd Street; thence East along the north line of 103rd Street a distance of 140 feet to the point of beginning; thence East along the north line of 103rd Street a distance of 232 feet; thence North at right angle to the north line of 103rd Street (for the purpose of this description 103rd is assumed to be a due east-west Street) a distance of 338 feet; thence West along a line parallel to the north line of 103rd Street a distance of 232 feet; thence South along a line parallel to said east line of subject tract to the point of its intersection with the north line of 103rd Street, being a distance of 338 feet more or less, in Gately Park,



City of Chicago, being in Section 10, Township 37 North, Range 14 East of the Third Principal Meridian; including easements and reversionary interests in the streets, alleys and other public places, in Cook County, Illinois.

63. Aldridge, Ira F.  
Unit No. 2710

Parcel 1:

That part of Block 4 lying West of a line 33 feet east of and parallel to a line which is midway between South Langley Avenue and South St. Lawrence Avenue as originally laid out (except the north 17 feet thereof) in Lockwood's Subdivision of the northeast quarter and that part lying North of the Calumet River of the southeast quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

64. Curtis, George W.  
Unit No. 3160

Parcel 1:

Lots 12 to 20, inclusive, and Lots 32 to 40, inclusive, in Block 1 in E. Stanwood's Subdivision of the south half of the south half of the southwest quarter of the northwest quarter of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 12, inclusive, in E. Stanwood's Subdivision of Lots 1 to 11, inclusive, in Block 1, together with the east 7 feet of State Street lying West of and adjoining said Lots and vacated 16-foot alley lying East of and adjoining said Lots, all in E. Stanwood's Subdivision of the south half of the south half of the southwest quarter of the northwest quarter of Section 22, Township 37 North, Range 14 East (identical with Lot 4 in Assessors Division of the west half of the northwest quarter of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian); and vacated alleys, all in Cook County, Illinois.

65. Austin Community Academy High School  
Unit No. 1220

## Parcel 1:

Lots 1 to 38 in Block 12 in Frink's Resubdivision of Lots 1 to 8 in Superior Court Partition of the north 36-1/4 acres of the east half of the southeast quarter of Section 8 and the north 36-1/4 acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois; also

## Parcel 2:

Lots 1 to 5 in George M. Davis' Subdivision of the north 210 feet of the east half of Block 11 in Frink's Resubdivision, et cetera; also

## Parcel 3:

The east half of Block 11 (except the north 210 feet) in Frink's Resubdivision, et cetera; also

## Parcel 4:

West half of Block 11 in Frink's Resubdivision, et cetera, of Sections 8 and 9, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois and vacated street and alley.

66. Clemente, Roberto, Community Academy  
Unit No. 1840

## Parcel 1:

All of Block 1 in the subdivision of Block 4 in Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian (excepting that part of said Block 1 lying Westerly of a line 50 feet east of and parallel with the west line of said section) in Cook County, Illinois, including easements and reversionary interests in the streets, alleys and other public places; also

## Parcel 2:

The area bounded on the east by North Western Avenue, on the north by West Potomac Avenue, on the west by the east line of the north-south alley lying between North Artesian Avenue and North Western Avenue, and on the south by the north line of the east-west alley running from North Western Avenue to North Artesian Avenue; and also the area bounded on the east by North Western Avenue, on the north by the south line of the east-west alley running from North Western Avenue to North Artesian Avenue, on the west by a line parallel with and lying approximately 168 feet East of the east line of North Artesian Avenue, and on the south by the north line of West Division Street; said areas being legally described as follows:

Lots 1 to 22, both inclusive, in Block 8 in Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (excepting that part of said Lots 1 to 19 lying within the east 50 feet of said section) in Cook County, Illinois; including easements and reversionary interests in the streets, alleys and other public places; also

Parcel 3:

The area bounded on the north by West Division Street, on the east by North Western Avenue, on the south by West Haddon Avenue and on the west by a line parallel to and approximately 176 feet west of and parallel to the west line of North Western Avenue (as widened), being legally described as follows: Lots 1 to 8, both inclusive, and Lots 43 to 50, both inclusive, all in McCreery's Subdivision of the north half of northeast quarter of the northeast quarter of the southeast quarter, Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (excepting that part of said Lots 1 and 46 to 50 lying East of a line 50 feet west of the east line of said section) in Cook County, Illinois; including easements and reversionary interests in the streets, alleys and other public places.

67. Flower, Lucy L., Vocational High School  
Unit No. 1040

Parcel 1:

Lots 19 to 23 (except alley) and except the east 16 feet of Lot 23 lying South of alley in Downs & Bielenberg's Addition to Chicago in the southeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Lot 2 (except the north 2.3 feet) all of Lots 3 to 8 and 9 and 10 (except street) subdivision of the west 5 acres north of the center of Lake Street (except north 702 feet thereof) in the

southeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois.

68. Foreman, Edward G., High School  
Unit No. 1330

Parcel 1:

The southeast quarter of the southwest quarter of the southeast quarter of Section 21, Township 40 North, Range 13 East (except parts taken for streets) of the Third Principal Meridian, in Cook County, Illinois.

69. Kelvyn Park High  
Unit No. 1410

Parcel 1:

Lots 1 to 44 in Block 4 in Keeney & Pemberthy's Addition to Pennock, a subdivision of the southwest quarter of the southeast quarter of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

70. Lake View High  
Unit No. 1430

Parcel 1:

The south 325 feet of the west 200 feet of the southwest quarter of Section 17 (excepting therefrom the west 50 feet and the east 33 feet taken for streets), Township 40 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 18, inclusive (except the west 50 feet of Lots 13 to 18, taken for street purposes), in Block 5 in Ashland Addition to Ravenswood in Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois, and vacated alley.

71. Lane Technical High  
Unit No. 1440

Parcel 1:

Lot 1, in County Clerks Division of unsubdivided lands in the southeast quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except the north 33 feet and the east 50 feet thereof taken for streets).

72. Near North Career Magnet School  
Unit No. 1050

Parcel 1:

Lots 139, 141, 143, 144, 145 (except parts taken for streets), also Lot 137 (except part taken for street), all in Butterfield's Addition to Chicago in the northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lots 1 to 4, inclusive (except parts taken for street), in W. J. Johnson's Subdivision of Lot 138, in Butterfield's Addition to Chicago, aforementioned; also

Parcel 3:

Lots 5 to 7, inclusive (except parts taken for street), in County Clerk's Division of Lots 140 and 142 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 4:

Lots 3 and 4 (except parts taken for street), in Owners Resubdivision of Lot 142 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 5:

Lots 5 to 17, inclusive (except parts taken for streets and alley), in Hinsche's Subdivision of Lots 146 and 148 and subdivision Lot 1 of Lot 149 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 6:

Lots 1 to 9, inclusive in Eich's Subdivision of Lot 147 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 7:

That part of Lots 1 and 2 in W. S. Johnson's Subdivision of Lot 138 in Butterfield's Addition to Chicago in the northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian lying Northerly and Northeasterly at the following described lines: commencing at the east corner of Lot 137 in aforesaid Butterfield's Addition; thence West in the south line of aforesaid Lot 137 extended West, a distance of 16.08 feet to a point; thence Northwesterly in a line parallel with the southwesterly line of said Lots 1 and 2 to a point of intersection with the northwesterly line of said Lot 2 in Cook County, Illinois; also

Parcel 8:

Lots 1 to 5, inclusive (except parts taken for street), in Bulmon's Subdivision of Lot 165 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 9:

Lots 1 to 9, inclusive, and the east 10 feet of Lot 10 in the subdivision of Lot 168 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 10:

The south half (1/2) of vacated West Weed Street lying Easterly of North Ogden Avenue and west of North Larrabee Street in Cook County, Illinois; also

Parcel 11:

Lots 1 and 5 (except that part of said lots taken for streets) in Assessor's Division of Lot 167 in Butterfield's Addition to Chicago, aforementioned; also

Parcel 12:

That part of Lot 166 lying Easterly of the easterly line of Ogden Avenue in Butterfield's Addition to Chicago, aforementioned; also

Parcel 13:

That part of Lots 1 and 2 lying East of the east line of Ogden Avenue in Baum's Subdivision of the west 15 feet of Lot 10 and all of Lot 11 in the subdivision of Lot 168 in Butterfield's Addition to Chicago, also the south half of the west half and the south 22 feet of the north half at the west half of Lot 167 in said Butterfield's Addition to Chicago, in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded August 14, 1915 as Document 5691517, in Cook County, Illinois; also

Parcel 14:

All of West Siebens Place as opened by condemnation proceeding by Superior Court No. 92859 dated July 31, 1884 and described as follows: The north 16 feet of the south 23 feet of Lot 137; the westerly 10 feet of Lot 137 except the north 16 feet of the south 23 feet thereof; the westerly 10 feet of Lots 139, 141 and 143; the northeasterly 10 feet of Lots 140, 142 and 144; thence Northeasterly 10 feet of that part of Lot 138 lying Northerly of the north line, extended West, of the south 7 feet of Lot 137, all in Butterfield's Addition to Chicago in the northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

The southwesterly 10 feet of Lot 16 in Hinsche's Subdivision of Lots 146 and 148 and Sublot 1 of Lot 149 in Butterfield's Addition to Chicago aforementioned; also

That part of Lot 145 in Butterfield's Addition to Chicago aforementioned, which lies southwesterly of the northeasterly line of the southwesterly 10 feet of Lot 16 in Hinsche's Subdivision aforementioned, produced southeasterly to the south line of said Lot 145; also

The northeasterly 10 feet of Reserve "B" in Hinsche's Subdivision aforementioned; also

That part of the northwesterly-southeasterly 10-foot public alley lying between Lots 15 and 16; together with all of the northeasterly-southwesterly 9-foot public alley and 3.0 foot strip known as Reserve "B" (except the northeasterly 10 feet thereof) lying Southeasterly of Lots 9 to 15, both inclusive; and that part of the northwesterly-southeasterly 12-foot public alley lying between Lot 9 and Lots 5 to 8, both inclusive, and lying Southeasterly of a line drawn from a point on the southwesterly line of Lot 6, which is 39.15 feet southeasterly of the most

westerly corner of Lot 5 to a point on the north line of Lot 17 which is 10.69 feet east of the northwest corner of Lot 17, all in Hinsche's Subdivision of Lots 146 and 148 and Sublot 1 in Butterfield's Addition to Chicago aforementioned in Cook County, Illinois; also

Parcel 15:

The strip of land marked "3 Foot Reserve B" on Plat of Hinsche's Subdivision of Lots 146, 148 and Sublot 1 of Lot 149 in Butterfield's Addition to Chicago, aforementioned (except from said strip the northeasterly 10 feet) in Cook County, Illinois.

73. Orr, Rezin, Community Academy High School  
Unit No. 1830

A parcel of land in the northeast quarter of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at the point of intersection of the south line of West Chicago Avenue (being a line 50.0 feet South of and parallel with the north line of said northeast quarter) with the west line of North Pulaski Road (being a line 33.0 feet West of and parallel with the east line of said northeast quarter); thence Southerly along said west line of North Pulaski Road a distance of 199.46 feet to the point of beginning for said parcel of land; thence Westerly in a line perpendicular to the said west line of North Pulaski Road a distance of 387.50 feet to a point in a line 198.00 feet south of and parallel with the south line of said West Chicago Avenue; thence Southerly in a line 387.50 feet west of and parallel with the west line of said North Pulaski Road a distance of 502.00 feet to a point in a line 700.00 feet South of and parallel with the south line of said West Chicago Avenue; thence Easterly along the aforesaid parallel line a distance of 387.50 feet to the point of intersection with the west line of said North Pulaski Road; thence Northerly along the west line of said North Pulaski Road a distance of 500.54 feet to the point of beginning in Cook County, Illinois.

74. Prosser, Charles A., Vocational High School  
Unit No. 4770

Parcel 1:

The west half of the northwest quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. (Except railroad and except parts taken for streets).

(Does not include those parcels or any portion thereof underlying Hanson Park Elementary School.)



75. Roosevelt, Theodore, High School  
Unit No. 1520

Parcel 1:

Lots 3 and 4 (except street) of Clark's Subdivision of the northwest quarter of the northeast quarter of Section 14, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

76. Schurz, Carl, High School  
Unit No. 1530

Parcel A:

That portion of Lot 2 lying southeasterly of a line drawn 5 feet northwesterly from and parallel to the southeasterly line of said Lot 2, and Lots 3 to 9, inclusive, all in Loring's Subdivision of that part of the northeast quarter of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, lying southwest of Milwaukee Avenue; also

Parcel B:

That portion of Lot 1 in Wilcox Resubdivision in Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, lying Southwest of Milwaukee Avenue and East of the right of way of the Chicago, Milwaukee and St. Paul Railway, lying Northeasterly of a line drawn 125 feet southwesterly of and parallel to the southwesterly line of Milwaukee Avenue and lying Southeasterly of a line extended Southwesterly, drawn 5 feet northwesterly of and parallel to the southeasterly line of Lot 2 in Loring's Subdivision of part of the northeast quarter of said Section 22, all in Cook County, Illinois; also

Parcel C:

Lots 21, 22, 23, 24, 25 and 26 in Block 3, also Lot A, all in the Gray Estate Addition to Grayland, being a subdivision of that part of southwest quarter of the northeast quarter of Section 22-40-13 East of the Third Principal Meridian, lying North of Milwaukee Avenue and west of the east 617.07 feet thereof, excepting portion marked "Not included in this subdivision", also a resubdivision of Block 6 of Grayland, having reference to subdivision plat recorded as Document No. 1452495 in Book 46 of Plats, Page 40, in the Recorder's Office of Cook County, Illinois; also

## Parcel D:

That part of the south half of the southwest quarter of the northeast quarter of Section 22-40-13 East of Third Principal Meridian, lying West of the east 617.07 feet thereof (excepting therefrom Lot 26 in Block 3 in Gray Estate Addition to Grayland, and excepting streets and highways), in Cook County, Illinois.

77. Senn, Nicholas, High School of Technology  
Unit No. 1540

## Parcel 1:

Lot 41 of Kranz's 3rd Addition to Edgewater, being a subdivision of the northwest quarter of the southwest quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian and half of vacated street, in Cook County, Illinois.

78. Steinmetz, Charles P., High School  
Unit No. 1560

## Parcel 1:

Lots 1 to 18 and 29 to 46 in Hield's Belmont Heights Subdivision, being a subdivision of the north half of the southwest quarter of the northwest quarter of the northwest quarter of Section 29, Township 40 North, Range 13 East; also Lots 1 to 75 and 85 to 119 in Loeb-Hammel Subdivision of the south half of the south half of the northwest quarter of the northwest quarter and the east half of the north half of the south half of the northwest quarter of the northwest quarter of Section 29, Township 40 North, Range 13 East of the Third Principal Meridian, and vacated street and alleys, in Cook County, Illinois.

79. Taft, William Howard, High School  
Unit No. 1580

## Parcel 1:

Lots 1 to 49 in Block 4 and Lots 1 to 37 in Block 6, in Kinsey's Norwood Park Subdivision of Blocks 34, 35, 36 and 37 and the vacated alleys therein of Norwood Park in Section 6, Township 40 North, Range 13 East of the Third Principal Meridian; also

## Parcel 2:

Lots 20 to 94, Wheeler's Resubdivision of Block 33 and vacated alley in Norwood Park in southeast quarter of Section 6, Township 40 North, Range 13 East of the Third Principal Meridian, and vacated streets and alleys, in Cook County, Illinois.

80. Von Steuben, Frederick W., Metropolitan High School of Sciences  
Unit No. 6290

## Parcel 1:

The south 24 feet of Lot 28, all of Lots 29 to 44 and the south 24 feet of Lot 45 in Block 1, also Lot A in Johnsons Subdivision of west half of Lot 6 and all of west half of Lot 11 (except a triangular piece of the southeast corner of said west half of Lot 11 containing .678 acres and bounded as follows: beginning at a point of the southwest corner of said Lot 11, running thence on a line due East to center of Block 11 and thence due North 240 feet and from that point southwesterly to place of beginning) of Jackson's Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 East. That part of the west half Lot 11 lying South of the south line of Lot A aforesaid and north of the north line of the West Branch of Chicago River Jackson Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, and vacated parts of streets and alley, in Cook County, Illinois.

81. Westinghouse, George, Vocational High School  
Unit No. 1160

## Parcel 1:

Lots 8 to 11, both inclusive, in Block 2 in Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; also

## Parcel 2:

Lots 17 to 23, both inclusive, and Lots 24 to 30, both inclusive, in Block 2, the south 175 feet of the north and south alley, now vacated, lying between said lots in Block 2 and also the 175 feet of the east 33 feet of that part of Spaulding Avenue, now vacated, lying North of the north line of Kinzie Street west and adjoining said Lots 17 to 23, both inclusive, all in Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast

quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian;  
also

Parcel 3:

That part lying South of Franklin Boulevard of the southeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, except therefrom 20 acres off the east side of said tract, conveyed by William Morton to Helen M. Kelly by warranty deed dated August 10, 1864 and recorded August 17, 1864 as Document 84957, and except that part thereof conveyed by George Hancock by warranty deed dated October 17, 1870 and recorded November 15, 1870 as Document 73336 to the West Chicago Park Commissioners and except that part thereof belonging to and occupied by Chicago and Northwestern Railroad Company; also

Parcel 4:

Lot 16 (except the north 16 feet thereof) and all of Lots 17 to 23, inclusive and the west half of the vacated 16 foot alley lying East of and adjoining the aforesaid Lots 17 to 23, inclusive, all in Block 1 in Hayward's Subdivision aforesaid; also

Parcel 5:

Vacated North Sawyer Avenue lying West and adjoining Lots 17 to 23, inclusive, in Block 1 and lying East and adjoining Lots 24 to 30, inclusive, in Block 2 all in Hayward's Subdivision aforesaid.

82. Collins, George W., High School  
Unit No. 1880

Parcel 1:

That part of the northwest quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: commencing at the point of intersection of the west line of South Albany Avenue with the south line of West Roosevelt Road, the south line of said West Roosevelt Road being distant 50 feet south of the north line of the northwest quarter of said Section 24; thence "due South" along the west line of said South Albany Avenue, said west line of South Albany Avenue is to be used as a base for the following described courses, a distance of 370 feet to a point; thence "due East", a distance of 369.51 feet to the point of beginning of land herein to be described; thence continuing "due East", a distance of 410 feet to a point; thence "due South", a distance of

500 feet to a point; thence "due East", a distance of 115 feet to a point; thence "due South", a distance of 291 feet to a point; thence "due West", a distance of 225 feet to a point; thence "due North", a distance of 148 feet to a point; thence "due West", a distance of 324.19 feet to a point; thence Northerly along a curve line convex to the east, and having a radius of 1,756 feet, an arc distance of 169.77 feet, and having a chord distance of 169.70 feet and bearing of North 8 degrees, 07 minutes, 12 seconds west to a point; thence continuing Northerly along a curve line convex to the west, and having a radius of 2,475 feet, an arc distance of 192.11 feet and having a chord distance of 192.05 feet, and bearing of North 8 degrees 22 minutes 39 seconds west to a point; thence continuing Northerly along a curve line convex to the west, and having a radius of 405 feet, an arc distance of 301.95 feet and having a chord distance of 295.01, and bearing of North 14 degrees, 58 minutes ,02 seconds east to the point of beginning, all in Cook County, Illinois.

83. Crane, Richard T., High School  
Unit No. 1270

Parcel 1:

Lots 1 to 9, inclusive, in the subdivision of Lots 1, 2, 3, 31, 32, 33, 34 and 35 of Block 1 in Bank's Subdivision of Lot 9 of Block 11 in Rockwell's Addition to Chicago in the west half of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 4 to 30, inclusive, in Block 1 of Bank's Subdivision of Lot 9 of Block 11 in Rockwell's Addition to Chicago, aforementioned; also

Parcel 3:

Lots 1 to 14, inclusive, and Lots 18 to 34, inclusive, of Block 2 in Bank's Subdivision, aforementioned; also

Parcel 4:

Lots 1 to 4, inclusive, in the subdivision of Lots 15, 16 and 17 in Block 2 of Bank's Subdivision, aforementioned, all in Cook County, Illinois, also vacated alleys.

84. Cregier, DeWitt C., Vocational High School  
Unit No. 1020

Parcel 1:

Lots 1 to 7, both inclusive, in J. B. Williams' Subdivision of the north 123.3 feet of Lot 2, Block 5 of Owsley's Subdivision of east half of northeast quarter of northwest quarter of Section 18, Township 39 North, Range 14, together with Lot 1 of Wilson's Subdivision of the west half of the northeast quarter of the southeast quarter of the northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; also

Parcel 2:

Lots 1 to 6, both inclusive, in Owner's Subdivision of Lots 1, 2, 3, 4 and the west 20.2 feet of Lot 5 in Seeley's Subdivision of the north 74.3 feet of Lot 1 in Block 5 in Owsley's Subdivision in east half of northeast quarter of northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; also of the north 24 feet of the south half of said Lot 1 (except the south 7 feet thereof) in Block 5 in Owsley's Subdivision aforesaid; also

Parcel 3:

Lot 5 (except the west 20.2 feet thereof) and all of Lot 6 in Seeley's Subdivision of the north 74.3 feet of Lot 1 in Block 5 of Owsley's Subdivision aforesaid, and of Lot 1 in Wilson's Subdivision; also the south 57 feet of Lot 1, the south 32 feet of Lot 2 and all of Lots 3 to 12, both inclusive in Block 5 in Owsley's Subdivision, aforesaid, and vacated alleys, all in Cook County, Illinois.

85. Curie, Marie Sklodowska, Metropolitan High School  
Unit No. 1820

Parcel 1:

That part of the south half of the northwest quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at the point of intersection of a line drawn 40.00 feet (measured perpendicularly) northwesterly of and parallel with the center line of westbound main track of the Indiana Harbor Belt Railroad Company, with the east line of South Pulaski Road (South Crawford Avenue) as condemned per Superior Court Case No. 443985; thence North along said east line 545.414 feet to the point of intersection with the southeasterly line of South Archer Avenue being

also the northwesterly line of Lots 5, 6, 8 and 12 in Superior Court Partition of part of the southwest quarter of the northwest quarter of the aforesaid Section 11; thence North 51 degrees, 51 minutes, 55 seconds east along said northwesterly line 616.847 feet to a point; thence South 38 degrees, 08 minutes, 05 seconds east 185.00 feet to a point on a line 185.00 feet (measured perpendicularly) south of and parallel with said southeasterly line of South Archer Avenue; thence South 51 degrees, 51 minutes, 55 seconds west 250 feet along said parallel line; thence South 38 degrees, 08 minutes, 05 seconds east 387.473 feet to the point of intersection with the aforesaid line drawn 40.00 feet northwesterly of and parallel with the center line of westbound main track of the Indiana Harbor Belt Railroad Company, said point of intersection being 717.309 feet (as measured along said parallel line) northeasterly of the hereinabove designated point of beginning; thence South 63 degrees 24, minutes 11, seconds west along the last described parallel line 717.309 feet to the point of beginning, all in Cook County, Illinois.

86. DuSable, Jean Baptiste Point, High School  
Unit No. 1280

Parcel 1:

Lots 1 to 48, both inclusive, in Block 3, and Lots 5 to 48, both inclusive, in Block 4 in William M. Derby's Subdivision of the southwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14 East and vacated alleys and street. Sublots 1, 2 and 3 in Harris and McGimsie's Resubdivision of Lots 1, 2, 3 and 4, in Block 4 in William M. Derby's Subdivision of the southwest quarter of the northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

87. Farragut, David G., Career Academy High School  
Unit No. 1300

Parcel A:

Lots 24 to 33, inclusive, in Block 3 in Kralovec and Kaspar's Subdivision of the east half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian (except the south 44 acres thereof); also

Parcel B:

Lots 1 to 40, inclusive, in Block 6 in Kralovec and Kaspar's Subdivision aforesaid; also

## Parcel C:

Lots 6 to 25, inclusive, in Block 7 in Kralovec and Kaspar's Subdivision aforesaid; also

## Parcel D:

Lots 4, 5 and 6 in Frank Slad's Subdivision of Lots 1 to 5 in the subdivision of Lots 4, 5 and 6 in Block 2 in Anthony Kozel's Subdivision of the north 14 acres of the south 44 acres of the east half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; also

## Parcel E:

Lots 1 to 6, inclusive, in Block 3 in Anthony Kozel's Subdivision of the north 14 acres of the south 44 acres of the east east half of the northeast quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, and vacated alleys, all in Cook County, Illinois.

88. Hyde Park Career Academy High School  
Unit No. 1390

## Parcel 1:

Lots 1 to 30, inclusive, in Block 2 in Parkview, a subdivision of the south 20 acres of that part of the southeast quarter of the southeast quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of Illinois Central Railroad, in Cook County, Illinois.

89. Juarez, Benito, High School  
Unit No. 1890

## Parcel 1:

Lots 11 to 31, inclusive, (except parts thereof taken or used for streets) and Lots 32 to 59, inclusive, (except parts thereof taken or used for streets); also alleys which were vacated by ordinance passed October 17, 1956 and duly recorded on November 26, 1956 as Document No. 16763350; also Lots 60 to 85, inclusive, (except parts thereof taken or used for streets); all in Kralovec and Honomichl's Subdivision of Block 13 in Johnston and Lee's Subdivision



of the southwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

90. Kennedy, John Fitzgerald, High School  
Unit No. 1420

Parcel 1:

Beginning at the point of intersection of the south line of West 56th Street and the east line of South Narragansett Avenue; thence Easterly along the said south line of West 56th Street to the center line of South Mobile Avenue; thence Southerly along the said center line of South Mobile Avenue a distance of 158.50 feet; thence Westerly and parallel to the said south line of West 56th Street to the said east line of South Narragansett Avenue; thence Northerly along the said east line of South Narragansett Avenue a distance of 158.50 feet to the point of beginning containing 100,129.20 square feet, all in the northwest quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois; also

Parcel 2:

Lots 6 to 10, both inclusive, in Block 4 in Frederick H. Bartlett's Garfield Ridge, being a subdivision of all that part of west half of west half of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, lying North of the Indiana Harbor Belt Railroad (except the northwest quarter of the northwest quarter of the northwest quarter of said Section 17) in Cook County, Illinois, and the east half of vacated South Mobile Avenue; also

Parcel 3:

Beginning at the point of intersection of the south line of West 56th Street and east line of South Narragansett Avenue; thence South along the east line of South Narragansett Avenue to a point 158.50 feet, which is the point of beginning; thence East and parallel with the south line of West 56th Street a distance of 370.0 feet; thence South and parallel to the east line of South Narragansett Avenue a distance of 65.0 feet; thence West and parallel to the south line of West 56th Street a distance of 370.0 feet; thence North on the east line of South Narragansett Avenue to the point of beginning, all in the northwest quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

91. Manley, Hugh  
Unit No. 1460

Parcel 1:

Lots 13 to 18, inclusive, in subdivision of Block 15 in G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 2:

Lot 4 in Chapman Bros. Subdivision of Lots 19, 20 and 21 in subdivision of Block 15 in G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 3:

Lots 3 to 6, inclusive, in Block 13 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 4:

Lots 1 to 6, inclusive, in Kehoes Subdivision of Lots 2 and 7 in Block 13 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 5:

Lots 1 to 6, inclusive, in Pauls Subdivision of Lots 1 and 8 (except the north 33 feet of Lot 1) in Block 13 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; also

Parcel 6:

Lots 1 to 21, inclusive, in subdivision of Block 14 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys; also

Parcel 7:

Lots 1 to 4, inclusive, in Owner's Division of Lots 22, 23 and 24 in subdivision of Block 14 of G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys.

92. Marshall, John, High School  
Unit No. 1470

Parcel 1:

Lots 1 to 14, inclusive, and Lots 19 to 42, inclusive, in Block 2 in Central Park Second Addition to Chicago, being a subdivision of Lots 1, 2, 6, 7 and 12, 13, 14, 15, 19 and 20, in Superior Court Partition of east half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; also

Parcel 2:

Sublots 1 to 7, inclusive, in George C. Fetter's Subdivision of Lots 15, 16, 17 and 18, in Block 2 in Central Park Second Addition to Chicago, aforesaid; also

Parcel 3:

Lots 9, 10 and 11, in Superior Court Partition of east half of the northeast quarter of the northeast quarter of Section 14, aforesaid, and vacated alleys in said Block 2; also

Parcel 4:

Lots 10 to 21, inclusive (except the north 40 feet of said lots), and Lots 22 to 34, inclusive, and the west 7.62 feet of Lot 35, in Block 1 in Central Park Second Addition to Chicago, in the east half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; also

## Parcel 5:

Lot 5 and the west 7.62 feet of Lot 4, including parts of said lots taken for alley, (excepting therefrom the north 40 feet of that part of said Lots 4 and 5 lying south of and adjoining the south line of West Madison Street) in Superior Court Partition of the east half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; also

## Parcel 6:

That part of vacated alley lying South of and adjoining said Lots 10 to 21, inclusive, and lying South of and adjoining said Lot 5 and west 7.62 feet of Lot 4, aforesaid; all in Cook County, Illinois.

(Does not include those parcels or any portion thereof underlying the Faraday Elementary School.)

93. Phillips, Wendell, High School  
Unit No. 1510

## Parcel 1:

Block 2 in Springer and Lancaster's Subdivision of the east three quarters of the south half of the southeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14 East; also Lots 25 to 30 inclusive, in Holme's Subdivision of the west quarter of the southwest quarter of the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, and also vacated alley, and south half of vacated East 38th Street, in Cook County, Illinois.

94. Richards', Ellen H., Vocational High School  
Unit No. 1110

## Parcel 1:

1 acre (except west 33 feet) of north 10 acres of the east half of the northeast quarter of Section 13, Township 38 North, Range 13 East; also

## Parcel 2:

Sublots 1 to 6 in Lot 7 of subdivision of Lots 2 and 7 in Superior Court Partition of the north 10 acres of the northeast quarter of the northeast quarter (except the west 1 acre and except the east 466.7 feet) of Section 13, Township 38 North, Range 13 East; also

Parcel 3:

Lot 6 in Superior Court Partition of the north 10 acres of the northeast quarter of the northeast quarter (except the west 1 acre and except the east 466.7 feet) in Section 13, Township 38 North, Range 13 East; also

Parcel 4:

Lots 1 to 24 in Block 4, Craig Bros. Gage Park Subdivision of the north half of the south half of the northeast quarter and the south half of the north half of the northeast quarter of the northeast quarter of Section 13, Township 38 North, Range 13 East (except the east 466.7 feet of the north 203.69 feet conveyed to South Park Commrs.) of the Third Principal Meridian, in Cook County, Illinois.

95. Tilden, Edward, High School  
Unit No. 1590

Parcel 1:

Lots 294 to 343, inclusive, and vacated alleys in Fowler's Resubdivision of part of South Side Homestead Association Addition in the west half of the northwest quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

96. Young, Whitney, Magnet High School  
Unit No. 1810

Parcel 1:

Blocks 18 and 21 in Canal Trustee's Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

97. Bogan, William J., High School  
Unit No. 1230

Parcel 1:

The south 108.80 feet of the north 158.80 feet of the northeast quarter of the northwest quarter of the northwest quarter of Section 35, Township 38 North, Range 13 East of the Third Principal Meridian, excepting therefrom the east 33 feet and the west 33 feet dedicated for streets, in Cook County, Illinois; also

Parcel 2:

The north 492.8 feet of the northwest quarter of the northwest quarter of the northwest quarter (except the north 50 feet, the west 50 feet and the east 33 feet taken for streets) of Section 35, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

98. Bowen, James H., High School  
Unit No. 1240

Parcel 1:

Lots 6 to 18, inclusive, and Lots 29 to 41, inclusive, in Block 20 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian; also

Parcel 2:

Lots 13 to 24, inclusive, in the resubdivision of Lots 1 to 5, and Lots 42 to 46, in Block 20 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian; also

Parcel 3:

Lots 1 to 12, inclusive, in the subdivision of Lots 19 to 28, inclusive, in Block 20 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional

Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, all in Cook County, Illinois; also

Parcel 4:

Lots 1 to 46, inclusive, in Block 19, in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alleys and street.

99. Calumet High School  
Unit No. 1250

Parcel 1:

Lots 1 to 34, inclusive, in Block 20 and Lots 1 to 34, inclusive, in Block 21 in Chester Highlands 5th Addition to Auburn Park, being a subdivision of the west 7/8 (except the west 33 feet thereof) of the southwest quarter of the northeast quarter of Section 32, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, and vacated South Aberdeen Street and vacated alleys.

100. Carver, George Washington, High School  
Unit No. 1850

Parcel A:

A parcel of land in the northeast quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, City of Chicago, County of Cook, State of Illinois, described as follows: beginning at the northeast corner of the northeast quarter of said Section 34; thence South along the east line of said northeast quarter of said section a distance of 1,204.74 feet to a point, thence West at 90 degrees, 00 minutes, 00 seconds to the last described course, a distance of 669.94 feet to a point of beginning; thence South 87 degrees, 27 minutes, 58 seconds west along the center line of an 18-foot wide private street a distance of 524.01 feet to its intersection with the east line of a 66-foot wide street to be dedicated; thence South 00 degrees, 05 minutes, 22 seconds east along the east line of said 66-foot wide street a distance of 104.03 feet to a point of tangency; thence in a Southerly direction along an arc of a circle convex to the southwest having a radius of 3,501.72 feet and being tangent to the last described course a distance of 801.75 feet to its intersection with the northerly line of a 66-foot street to be dedicated; thence North 69 degrees, 57 minutes, 26 seconds east along the northerly line of said 66-foot street a distance of 400.56 feet to a point; thence North 20 degrees, 02 minutes, 34 seconds west a distance of 66 feet to

a point; thence North 69 degrees, 57 minutes, 26 seconds east a distance of 82.00 feet to a point; thence North a distance of 694.42 feet to the point of beginning. Reserving therefrom the right of easement for a water main, the southerly 20.00 feet of the northerly 29 minutes, 2 seconds thereof and the right of easement for sewer over a 20-foot easement in the southeast corner thereof. Also known as Block 11 of the Proposed United States Government Subdivision for War Housing Project No. ILL. 2-7; also

Parcel B:

That part of Block 15 in Lockwood's Subdivision of the northeast quarter and that part lying North of the Calumet River of the southeast quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, which lies south of a straight line drawn from a point in the west line of said block which is 240 feet south of the northwest corner of said Block 15, said northwest corner being identical with the southeast corner of South Corliss Avenue and East 133rd Street, as originally laid out in said Lockwood's Subdivision, to a point in the center line of said East 133rd Street as originally laid out in said Lockwood's Subdivision which is 539.29 feet west of the east line of said Section 34, measured along said center line of said East 133rd Street; said above described line being identical with the southerly line of East 133rd Place in the Altgeld Gardens Subdivision. Recorded March 20, 1947 as Document No. 14017505, in Cook County, Illinois.

101. Chicago Vocational High School  
Unit No. 1010

Parcel A:

Lots 51 to 100, both inclusive, (except parts of Lots 96 to 100 taken for street) in W. H. Williams' Subdivision of the northwest quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

Parcel B:

Lots 49 to 96, both inclusive, in Moore's Subdivision of the southwest quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

Parcel C:



Lots 8 to 12, both inclusive, (except parts taken for street) in Chas. B. Moore's Subdivision of the north 5 acres of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

Parcel D:

Lots 69 to 79, both inclusive, and Lots 128 to 139, both inclusive (except parts of Lots 69 to 73 and 139 taken for street) in Fleming's Subdivision of the south three-quarters of the east half of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East; also

Parcel E:

Lots 1 to 40, both inclusive, in O. E. Desmond's Resubdivision of Lots 80 to 127, both inclusive, in Fleming's Subdivision of the south three-quarters of the east half of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East, together with vacated alley lying between Lots 99 to 103 and Lots 104 to 108 aforesaid, except the north 8 feet of said Lots 99 and 108; also

Parcel F:

Block 2 (except part taken for street) Lots 1 to 40, both inclusive, (except parts of Lots 1 and 2 taken for street) in Block 3, and Lots 1 to 18, both inclusive, (except parts of Lots 1, 2, 3 and Lots 11 to 18 taken for street) in Block 4 in "South Shore Manor", a subdivision of that part of southeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of Merrill Avenue and southwesterly of the right of way of the Pittsburgh, Ft. Wayne and Chicago Railroad, as per plat recorded August 21, 1925 as Document 9,012,585, in Cook County, Illinois.

102. Corliss, George H., High School  
Unit No. 1860

Parcel 1:

The south 290.2 feet of the north 323.2 feet of the east 789.79 feet of the west 829.79 feet of the northwest quarter fractional Section 14, Township 37 North, Range 14 East of the Third Principal Meridian, north of the Indian Boundary Line; also

Parcel 2:

That part of the northwest quarter of fractional Section 14 aforesaid, described as follows: Commencing at a point 323.2 feet south of the north line and 40 feet east of the west line of said northwest quarter; thence South along a line 40 feet east of and parallel with the west line of said northwest quarter, a distance of 310.21 feet to the north line of East 104th Street; thence East along the north line of said East 104th Street, a distance of 1,167 feet to the southwest corner of Parcel 3, as described in deed from the Chicago, Rock Island and Pacific Railroad Company to Imperial Smelting Company, dated June 30, 1961; thence North along the west line and said west line extended north of said parcel conveyed to Imperial Smelting Company to a point 323.2 feet south of the north line of said northwest quarter; thence West to the point of beginning, all in Cook County, Illinois.

103. Fenger, Christian, High School  
Unit No. 1310

Parcel 1:

The south half of the north half of the east one-fifth of the west five-eighths of the west half of the northwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; also

Parcel 2:

Lots 1 to 23, in Block 12, in First Addition to Sheldon Heights in the west half of the northwest quarter of Section 21, Township 37 North, Range 14 East; also

Parcel 3:

Lots 1 to 17, in Block 11 and Lots 24 to 40, in Block 12, Second Addition to Sheldon Heights in the west half of the northwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and vacated Lowe Avenue and vacated alley.

104. Harlan, John Marshall  
Unit No. 1350

Parcel 1:

Lots 1 to 16, both inclusive, and Lots 49 to 54, both inclusive, in Block 1 in Champion Park, being a subdivision of the north 26-2/3 acres of the south 33-1/3 acres of the west 53-1/3 acres of the northwest quarter of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also vacated streets and alleys; also

Parcel 2:

Lots 1 to 16, both inclusive, and Lots 49 to 54, both inclusive, in Block 2 in Champion Park, being a subdivision aforesaid; also vacated streets and alleys; also

Parcel 3:

Beginning at a point one hundred eighty-five and no hundredths (185.00) feet westerly of the west line of South Michigan Avenue, on the center line of East 97th Place extended; thence Southerly and parallel to the west line of South Michigan Avenue to the north line of East 98th Street; thence Westerly along the said north line of East 98th Street a distance of twenty-five and no hundredths (25.00) feet; thence Northerly and parallel to the said west line of South Michigan Avenue a distance of ten and no hundredths (10.00) feet; thence Westerly and parallel to the said north line of East 98th Street a distance of two hundred eighteen and thirteen thousandths (218.013) feet; thence Northerly on a straight line to a point five hundred forty-five and twenty-seven thousandths (545.027) feet westerly of the west line of South Michigan Avenue, on the center line of East Michigan Avenue, on the center line of East 97th Place extended; thence Easterly along said center line of East 97th Place extended to the point of beginning; containing two and one hundredths (2.01) acres; all in the northwest quarter (N.W. 1/4) of Section Ten (10), Township Thirty-seven (37) North, Range Fourteen (14) East of the Third Principal Meridian, all in the City of Chicago, County of Cook and State of Illinois.

105. Hirsch, Emil G., Metropolitan High School  
Unit No. 1380

Parcel 1:

Lots 1 to 46, in Block 84 "Cornell" in Sections 26 and 35, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, and vacated alley.

106. Hubbard, Gordon S., High School  
Unit No. 1670

Parcel 1:

Lots 1 to 48, both inclusive, in Block 5 in John F. Eberhart's Subdivision of the southwest quarter of the southwest quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

107. Julian, Percy L., High School  
Unit No. 1870

Parcel 1:

That tract of land bounded on the south by a line 185 feet north of and parallel to the north line of West 105th Street; on the east by the west line of the Dan Ryan Expressway; on the north by the south line of West 103rd Street; on the west by the easterly line of the Pennsylvania Railroad (excepting therefrom that part lying westerly of the easterly line of the right of way of the Chicago, Rock Island and Pacific Railroad), being in Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

108. Kenwood Academy High School  
Unit No. 1710

Parcel 1:

Lots 8, 9, and 10 in Block 5, "Hyde Park" a subdivision of the east half of the southeast quarter and east half of the northeast fractional quarter of Section 11 and the north part of southwest fractional quarter Section 12 and the northeast quarter of the northeast quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

109. King, Martin Luther, Jr. (Dr.) High School  
Unit No. 1760

Parcel A:

Lots 1 to 19, inclusive, in Gifford and Linn's Resubdivision of the north half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; also

## Parcel B:

Lots 1, 2, 3, Lot 4 (except the east 140 feet thereof) all of Lot 5, the south 10 feet of Lot 6 and the north 40 feet of Lot 6, in Laflin's Resubdivision of the south half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; also

## Parcel C:

Lots 1 to 5, inclusive, in M. L. Swift's Subdivision of the east 140 feet of Lot 4 in Laflin's Resubdivision of the south half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; also

## Parcel D:

Lots 1, 2 and 3 in Morison's Subdivision of the south 50 feet of the north 90 feet of Lot 6 in Laflin's Resubdivision of the south half of Block 4 in Walker and Stinson's Subdivision of the west half of the southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois; and vacated alley recorded in Recorder's Office as Document No. 20471342 on January 28, 1969.

110. Lindblöm Technical High  
Unit No. 1450

## Parcel 1:

Lots 266 to 289, inclusive, also Lots 338 to 361, inclusive, and vacated alley in E. A. Cummings' and Co.'s 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

111. Morgan Park High  
Unit No. 1490

## Parcel 1:

Lots 1 to 48, both inclusive, in Block 48 and Lots 1 to 33, both inclusive, in Block 54, and Lots 17 to 30, both inclusive, in Block 55, in the subdivision by the Blue Island Land and Building Company, known as Washington Heights, according to the plat recorded in Book Two (2) of Plats, pages forty-five (45), forty-six (46) and forty-seven (47) in Cook County, Illinois in Sections Eighteen (18) and Nineteen (19), Township Thirty-seven (37) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois.

112. Robeson, Paul, High School  
Unit No. 1320

Parcel 1:

A tract of land in the east half of the southwest quarter and in the west half of the southeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, bounded by a line described as follows: commencing at the point of intersection of the northerly extension of the west line of Block 7 with a line 33 feet north of and parallel with the north line of said Block 7 in E. L. Bates' Resubdivision of the northeast quarter of the southwest quarter of Section 21, aforesaid, (except the east 644 feet of the 691.0 feet south of and adjoining the north 428 feet); thence North 89 degrees, 58 minutes, 06 seconds east along said parallel line 604.914 feet to the point of intersection with the northerly extension of the east line of said Block 7; thence North 0.37 feet along said line extended to the point of intersection with a line (and said line extended) 33.0 feet north of and parallel with the north line of Block 8 in Normal School Subdivision of the west half of the southeast quarter of said Section 21; thence North 89 degrees, 55 minutes, 20 seconds east 636.337 feet along said parallel line to the point of intersection with the northeasterly extension of the easterly line of Lot 1 in said Block 8; thence South 16 degrees, 41 minutes, 20 seconds west along said easterly line of Lot 1 and its extension 181.83 feet to the southeast corner of said lot; thence South 89 degrees, 55 minutes, 20 seconds west 511.12 feet along the south line of said Block 8 to the southwest corner thereof; thence South 89 degrees 42, minutes 33, seconds west 73.0 feet to the southeast corner of Block 7 in E. L. Bates' Resubdivision, aforesaid; thence South 89 degrees, 58 minutes, 06 seconds west 605.02 feet along the south line of said block 7 to the southwest corner of said block; thence North 00 degrees, 02 minutes, 06 seconds east along the west line of said block and its northerly extension to the place of beginning, all in Cook County, Illinois; also

Parcel 2:

Commencing at a point on the east side of the southwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian 428 feet south of the northeast corner thereof; thence West and parallel with the north bounds of said southwest quarter of said Section 21, 630.3 feet; thence South parallel with the east bounds of the east side of said quarter of said section, 691 feet; thence East parallel with the north bounds of said quarter of said section, 630.3 feet to the east side of said section; thence North along the east side of said quarter of said section, 691 feet to place of beginning; also

## Parcel 3:

Commencing at a point on the west line of the west half of the southeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, 428 feet south of the northwest corner thereof; thence East parallel with the north line of said section, 733.92 feet to a point 66 feet west of the right of way of the Chicago, Rock Island and Pacific Railroad; thence Southwesterly, parallel with the west line of the right of way of said railroad, and at a distance of 66 feet therefrom, to a point 1,119 feet directly south from the north line of said west half of said quarter of said section; thence West parallel with the said north line of said half of said section, 526.68 feet to the west line thereof; thence North along said west line of said quarter of said section, 691 feet, to the place of beginning, all in Cook County, Illinois; also

## Parcel 4:

A strip of land approximately 66 feet in width east of and adjoining the Chicago Teachers College and west of and adjoining the right of way of the C.R.I. & P.R.R. more particularly described as: commencing at a point in the west line of the C.R.I. & P.R.R. right of way located 468 feet south of the north line of the southeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian; thence Southwesterly along the said railroad right of way to a point 1,119 feet south of the north line of the southeast quarter of Section 21, aforesaid; thence West along a line 1,119 feet south of and parallel to the north line of the southeast quarter of Section 21, aforesaid, to a point on said line which is 636.337 feet east of the west line of the southeast quarter of Section 21, aforesaid; thence Northeasterly along a line 66 feet northwesterly of and parallel with the west line of the C.R.I. & P.R.R. right of way, to a point on said line 468 feet south of the north line of the southeast quarter of Section 21, aforesaid; thence East along a line 468 feet south of and parallel with the north line of the southeast quarter of Section 21, aforesaid, to the point of beginning; also

## Parcel 5:

Lots 1 and 2 of Block 9 in Beck's Addition in the northeast quarter of the southwest quarter being the south 691 feet of the north 1,119 feet and the west 14 feet of the east 644.3 feet of the southwest quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

113. South Shore Community Academy High School  
Unit No. 1550

## Parcel 1:

Lots 1 to 51, both inclusive, in the resubdivision of Lots 7 to 25, inclusive, in Block 3, the west 1 foot of Lots 26 to 40, both inclusive, in Block 3 and all that part of Lots 39 and 40 (except west 1 foot in Block 3, lying Northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right of way of the Baltimore and Ohio Railroad), also Lots 1 to 50, both inclusive, in Block 14, all in James Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; also

## Parcel 2:

Lots 1 to 11, both inclusive, in Block 4 in James Stinson's Subdivision of East Grand Crossing, being a subdivision in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also

## Parcel 3:

The east 27.12 feet of the west 28.12 feet (as measured along south line) of that part of Lots 26 to 40 taken as a tract (except that part of Lot 40 lying Northeasterly of a line which is 16 feet southwesterly of and parallel to the southwesterly right of way line of the Baltimore and Ohio Railroad) in Block 3 in Stinson's Subdivision of East Grand Crossing in the southwest quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and vacated alleys.

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
185 BY INCREASING RATES FOR WATER SERVICE.

The Committee on Finance submitted the following report which was, on motion of Alderman Bloom and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

(Continued on page 26147)



SCHEDULE I

CHICAGO PUBLIC SCHOOLS  
SUMMARY OF PROPOSED PROJECTS FROM PUBLIC BUILDING COMMISSION BOND PROCEEDS  
REVISED FEBRUARY 20, 1989

DIST UNIT	SCHOOL	BLDG COURT SCHOOLS	FIRE ALARM SYSTEMS	ENVIRONMENTAL IMPROVEMENT	HIGH SCHOOL PROJECTS	ELEM SCHOOL PROJECTS	PBC RENOV	LAB SCHOOLS	TOTAL PROJECTS
2	8000 DISNEY MAGNET	0	0	0	0	0	372,000	0	372,000
2	4800 MCPHERSON	52,000	0	0	0	0	0	0	52,000
2	6060 STOCKTON	62,000	0	0	0	0	0	0	62,000
2	6070 STONE ACADEMY	96,000	0	0	0	0	0	0	96,000
TOTAL	2*	210,000	0	0	0	0	372,000	0	582,000
3	3420 FRANKLIN	0	74,000	0	0	0	0	0	74,000
3	4890 INTER-AMERICAN	35,000	0	0	0	0	0	0	35,000
3	4420 LA SALLE LAHG ACAA	24,000	0	0	0	0	0	0	24,000
3	4480 LINCOLN	8,000	0	0	0	0	0	0	8,000
3	5010 MULLIGAN	78,000	0	0	0	0	0	0	78,000
3	5070 NETTELHORST	0	0	1,250,000	0	1,857,272	0	0	3,107,272
3	5350 HAYSHOOK	15,000	0	0	0	0	0	0	15,000
TOTAL	3*	160,000	74,000	1,250,000	0	1,857,272	0	0	3,341,272
4	2550 BYFORD	35,000	0	0	0	0	0	0	35,000
TOTAL	4*	35,000	0	0	0	0	0	0	35,000
5	0000 NEW ELEM SCHOOL	0	0	0	0	5,500,000	0	0	5,500,000
5	5470 WARD LAURA	29,000	0	0	0	0	0	0	29,000
TOTAL	5*	29,000	0	0	0	5,500,000	0	0	5,529,000
6	2060 ANDERSEN	49,000	0	0	0	0	0	0	49,000
6	2640 CARPENTER	45,000	0	0	0	0	0	0	45,000
6	2770 CHOPIN	10,000	0	0	0	0	0	0	10,000
6	4470 MOOS	4,000	0	0	0	0	0	0	4,000
6	5220 OTIS	0	52,000	0	0	0	0	0	52,000
TOTAL	6*	108,000	52,000	0	0	0	0	0	160,000
7	6620 CLARK MIDDLE	0	0	0	0	0	552,000	0	552,000
7	7190 MELODY	0	36,000	0	0	0	0	0	36,000
TOTAL	7*	0	36,000	0	0	0	552,000	0	588,000
8	2890 COOPER	45,000	0	0	0	0	0	0	45,000
8	3260 EVERETT	30,000	0	0	0	0	0	0	30,000
8	6940 JOHNSON	29,900	0	0	0	0	0	0	29,900
8	6750 LATHROP	32,000	0	0	0	0	0	0	32,000
8	5480 POPE	0	0	1,250,000	0	1,905,938	0	0	3,155,938
TOTAL	8*	136,900	0	1,250,000	0	1,905,938	0	0	3,292,838

Schedule I (cont'd)

CHICAGO PUBLIC SCHOOLS  
SUMMARY OF PROPOSED PROJECTS FROM PUBLIC BUILDING COMMISSION BOND PROCEEDS  
REVISED FEBRUARY 20, 1989

01ST UNIT	SCHOOL	BLDG COURT SCHOOLS	FIRE ALARM SYSTEMS	ENVIRONMENTAL IMPROVEMENT	HIGH SCHOOL PROJECTS	ELEM SCHOOL PROJECTS	PBC REHAB	LAB SCHOOLS	TOTAL PROJECTS
9 6730	CATHER	33,000	0	0	0	0	0	0	33,000
9 3610	GRANT	0	0	1,250,000	0	1,950,598	0	0	3,200,598
9 4820	MEDILL INTERMEDIATE	102,000	0	0	0	0	0	0	102,000
9 5990	SPALDING	5,000	0	0	0	0	0	0	5,000
TOTAL 9*		140,000	0	1,250,000	0	1,950,598	0	0	3,340,598
10 4320	CARDENAS	24,000	0	0	0	0	0	0	24,000
10 6570	HENSEN	37,000	0	0	0	0	0	0	37,000
10 3970	HENZL	98,000	0	0	0	0	0	0	98,000
10 4110	HUGHES C E	32,000	0	0	0	0	0	0	32,000
10 6930	PADLREWSKI	29,000	0	0	0	0	0	0	29,000
10 6110	SUNNER	48,000	0	0	0	0	0	0	48,000
10 6300	WEBSTER	33,000	0	0	0	0	0	0	33,000
TOTAL 10*		301,000	0	0	0	0	0	0	301,000
11 2010	ABBOTT	3,000	0	0	0	0	0	0	3,000
11 7620	DOOLITTLE WEST	51,000	0	0	0	0	0	0	51,000
11 3100	DRAKE	82,000	0	0	0	0	0	0	82,000
11 3210	EINSTEIN	41,000	0	0	0	0	0	0	41,000
11 3880	HEALY	90,000	0	0	0	0	0	0	90,000
TOTAL 11*		267,000	0	0	0	0	0	0	267,000
12 3890	HEARST	75,000	0	0	0	0	0	0	75,000
12 4030	HOLMES	38,000	0	0	0	0	0	0	38,000
TOTAL 12*		113,000	0	0	0	0	0	0	113,000
13 6500	BLETHOVER	52,000	0	0	0	0	0	0	52,000
13 8070	OYETT MIDDLE	0	0	0	0	0	840,000	0	840,000
13 3300	FARRIN	0	53,000	0	0	0	0	0	53,000
13 3790	HARTIGAN	33,000	0	0	0	0	0	0	33,000
13 6960	OVERTON	38,000	0	0	0	0	0	0	38,000
13 6840	TENRELL	36,000	0	0	0	0	0	0	36,000
TOTAL 13*		159,000	53,000	0	0	0	840,000	0	1,052,000
14 4130	HOPC	0	0	0	0	0	720,000	0	720,000
14 5030	MURRAY	20,000	0	0	0	0	0	0	20,000
14 7700	DAKERHALD SOUTH	58,833	0	0	0	0	0	0	58,833
14 5580	REAVIS	39,000	0	0	0	0	0	0	39,000
14 5830	SIXTON	0	0	1,250,000	0	1,522,348	0	0	2,772,348
TOTAL 14*		117,833	0	1,250,000	0	1,522,348	720,000	0	3,610,181

Schedule I (cont'd)

CHICAGO PUBLIC SCHOOLS  
SUMMARY OF PROPOSED PROJECTS FROM PUBLIC BUILDING COMMISSION BOND PROCEEDS  
REVISED FEBRUARY 20, 1989

DIST UNIT	SCHOOL	BLDG COURT SCHOOLS	FIRE ALARM SYSTEMS	ENVIRONMENTAL IMPROVEMENT	HIGH SCHOOL PROJECTS	ELEM SCHOOL PROJECTS	PBC RENOV	LAB SCHOOLS	TOTAL PROJECTS
15	5540 RASTER	38,000	0	0	0	0	0	0	38,000
TOTAL	15*	38,000	0	0	0	0	0	0	38,000
18	4830 MORGAN, GARRETT	0	0	0	0	0	792,000	0	792,000
18	3110 TURREN - DREW	0	22,000	0	0	0	0	0	22,000
18	6250 VANDERPOEL	23,000	0	0	0	0	0	0	23,000
18	6420 WHITTLER	44,000	0	0	0	0	0	0	44,000
18	6402 WHITE BRANCH	0	0	0	0	0	120,000	0	120,000
TOTAL	18*	67,000	22,000	0	0	0	912,000	0	1,001,000
19	3870 SMITH	0	0	0	0	0	306,000	0	306,000
TOTAL	19*	0	0	0	0	0	306,000	0	306,000
20	2710 ALORIDGE	30,000	0	0	0	0	0	0	30,000
20	3160 CURTIS	73,000	0	0	0	0	0	0	73,000
TOTAL	20*	103,000	0	0	0	0	0	0	103,000
31	1220 AUSTIN	0	0	1,000,000	2,200,000	0	0	0	3,200,000
31	1840 CLEMENTE	0	0	0	0	0	540,000	120,000	660,000
31	1040 FLOWER	0	0	1,020,090	2,202,000	0	0	0	3,222,090
31	1330 FOREMAN	0	0	0	0	0	0	90,000	90,000
31	1410 KELVYN PARK	0	0	3,000,000	2,112,000	0	0	0	5,112,000
31	1430 LAKEVIEW	0	0	2,500,000	3,076,000	0	0	0	6,376,000
31	1460 LARIE	0	0	3,009,408	5,268,912	0	0	0	8,358,400
31	1050 NEAR NORTH CARLIER	0	0	0	0	0	900,000	100,000	1,000,000
31	1830 ORR	0	0	0	0	0	100,000	100,000	200,000
31	1070 PROSSLER	0	0	0	0	0	0	90,000	90,000
31	1520 ROOSEVELT	0	0	3,100,000	4,505,200	0	0	0	7,605,200
31	1530 SCHURZ	0	0	2,500,000	3,042,000	0	0	0	5,542,000
31	1540 SENN	0	0	0	0	0	0	0	0
31	1560 STEINMETZ	0	0	0	0	0	1,500,000	90,000	1,590,000
31	1580 TAFT	0	0	0	0	0	0	30,000	30,000
31	1610 VON STEUREN	0	0	0	0	0	0	30,000	30,000
31	1160 WESTINGHOUSE	0	0	0	0	0	0	0	0
TOTAL	31*	0	0	16,209,578	23,506,912	0	2,940,000	770,000	43,506,490
32	1880 COLLINS	0	0	0	0	0	1,620,000	120,000	1,740,000
32	1270 CHARE	0	0	0	0	0	0	120,000	120,000
32	1020 CHEGLER	34,000	0	0	0	0	0	100,000	134,000
32	1020 CURIE	0	0	0	0	0	1,140,000	90,000	1,530,000
32	1200 DUSABLE	0	0	3,000,000	4,064,400	0	0	0	7,064,400

Schedule I (cont'd)

CHICAGO PUBLIC SCHOOLS  
SUMMARY OF PROPOSED PROJECTS FROM PUBLIC BUILDING COMMISSION BOND PROCEEDS  
REVISED FEBRUARY 20, 1989

DIST UNIT	SCHOOL	BLOG COURT SCHOOLS	FIRE ALARM SYSTEMS	ENVIRONMENTAL IMPROVEMENT	HIGH SCHOOL PROJECTS	ELEM SCHOOL PROJECTS	PBC REHAB	LAB SCHOOLS	TOTAL PROJECTS
32 1300	FARRAGUT	0	0	0	0	0	1,020,000	120,000	1,140,000
32 1390	HYDE PARK	0	0	0	0	0	0	90,000	90,000
32 1890	JUAREZ	0	0	0	0	0	0	90,000	90,000
32 1420	KENNEDY	0	0	3,000,000	2,059,200	0	0	0	5,059,200
32 1460	HANLEY	0	0	1,000,000	2,859,600	0	0	0	3,859,600
32 1470	MARSHALL	0	0	1,750,000	2,876,400	0	0	0	4,626,400
32 1510	PHILLIPS	0	0	1,000,000	3,472,800	0	0	0	4,472,800
32 1110	RICHARDS	0	0	0	0	0	0	100,000	100,000
32 1590	TILDEN	0	0	1,250,000	3,001,200	0	1,260,000	60,000	4,251,200
32 1810	WHITNEY YOUNG	0	0	0	0	0	1,260,000	60,000	1,320,000
TOTAL 32*		34,000	0	11,000,000	18,333,600	0	5,340,000	890,000	35,597,600
33 1230	BOGAN	0	0	0	0	0	0	90,000	90,000
33 1240	BOHLEN	0	0	1,000,000	2,100,000	0	0	0	3,100,000
33 1250	CALUMET	0	0	2,750,000	2,131,200	0	0	0	4,881,200
33 1850	CARVER HIGH SCHOOL	0	0	0	0	0	1,300,000	120,000	1,500,000
33 1010	CHICAGO VOCATIONAL	0	0	3,500,000	9,840,000	0	1,260,000	0	13,340,000
33 1060	CORLISS	0	0	0	0	0	1,260,000	120,000	1,380,000
33 1310	FENGER	0	0	0	0	0	0	30,000	30,000
33 1350	HARLAH	93,000	0	0	0	0	0	90,000	183,000
33 1380	HIRSCH	0	0	0	0	0	0	90,000	90,000
33 1670	HUBBARD	0	0	2,000,000	2,247,600	0	1,320,000	120,000	4,247,600
33 1870	JULIAH	0	0	0	0	0	0	90,000	90,000
33 1710	KENWOOD	0	0	0	0	0	0	90,000	90,000
33 1760	KING HIGH SCHOOL	0	0	0	0	0	0	120,000	120,000
33 1450	LINDBLUM	0	0	2,500,000	3,520,800	0	0	0	6,020,800
33 1490	MORGAN PARK	0	0	1,750,000	3,266,400	0	0	0	5,016,400
33 1320	ROBESON	0	0	0	0	0	0	30,000	30,000
33 1550	SOUTH SHORE	0	0	0	0	0	0	30,000	30,000
TOTAL 33*		93,000	0	13,500,000	23,106,000	0	3,960,000	900,000	41,559,000
99 0944	CONTINGENCY	22,500	10,000	480,000	709,953	130,000	165,000	30,000	1,547,453
TOTAL 99*		22,500	10,000	480,000	709,953	130,000	165,000	30,000	1,547,453
GRAND TOTAL		2,134,233	247,000	46,189,578	65,736,465	12,866,156	16,107,000	2,590,000	145,870,432

Schedule I

CHICAGO PUBLIC SCHOOLS  
SUMMARY OF PROPOSED PROJECTS FROM PUBLIC BUILDING COMMISSION BOND PROCEEDS  
REVISED FEBRUARY 20, 1989

DIST UNIT	SCHOOL	BLDG COURT SCHOOLS	FIRE ALARM SYSTEMS	ENVIRONMENTAL IMPROVEMENT	HIGH SCHOOL PROJECTS	ELEM SCHOOL PROJECTS	PDC REHAB	LAD SCHOOLS	TOTAL PROJECTS
2 *		210,000	0	0	0	0	372,000	0	582,000
3 *		160,000	74,000	1,250,000	0	1,857,272	0	0	3,341,272
4 *		35,000	0	0	0	0	0	0	35,000
5 *		29,000	0	0	0	5,500,000	0	0	5,529,000
6 *		108,000	52,000	0	0	0	0	0	160,000
7 *		0	36,000	0	0	0	552,000	0	588,000
8 *		136,900	0	1,250,000	0	1,905,938	0	0	3,292,838
9 *		140,000	0	1,250,000	0	1,950,598	0	0	3,340,598
10 *		301,000	0	0	0	0	0	0	301,000
11 *		267,000	0	0	0	0	0	0	267,000
12 *		113,000	0	0	0	0	0	0	113,000
13 *		159,000	53,000	0	0	0	840,000	0	1,052,000
14 *		117,833	0	1,250,000	0	1,522,348	720,000	0	3,610,181
15 *		38,000	0	0	0	0	0	0	38,000
18 *		67,000	22,000	0	0	0	912,000	0	1,001,000
19 *		0	0	0	0	0	306,000	0	306,000
20 *		103,000	0	0	0	0	0	0	103,000
31 *		0	0	16,209,378	23,586,912	0	2,940,000	770,000	43,506,490
32 *		34,000	0	11,000,000	10,333,600	0	5,340,000	890,000	35,597,600
33 *		93,000	0	13,500,000	23,106,000	0	3,960,000	900,000	41,559,000
99 *		22,500	10,000	480,000	709,953	130,000	165,000	30,000	1,547,453
GRAND TOTAL		2,134,233	247,000	46,189,578	65,736,465	12,866,156	16,107,000	2,590,000	145,870,432

(Continued from page 26141)

*To the President and Members of the City Council:*

Your Committee on Finance having had under consideration a communication recommending a proposed ordinance amending Chapter 185 of the Municipal Code of the City of Chicago concerning rates for water service, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do not pass the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Chairman.*

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

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

SECTION 1. Chapter 185, Section 185-26 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-26. The minimum amount to be charged for water service to any building, structure or premises fronted by a public street, in or to which such building, structure or premises any water supply is laid, but excepting such service which is wholly controlled by meter, shall be as follows:

For buildings having a front width of 12 feet or less .....	[\$24.90]	\$28.40
For buildings having a front width:		
Exceeding 12 feet but not exceeding 15 feet .....	[ 34.20]	39.00
Exceeding 15 feet but not exceeding 18 feet .....	[ 46.70]	53.20

Exceeding 18 feet but not exceeding 21 feet .....	[ 56.50]	\$ 64.40
Exceeding 21 feet but not exceeding 24 feet .....	[ 59.80]	68.20
Exceeding 24 feet but not exceeding 27 feet .....	[ 69.30]	79.00
Exceeding 27 feet but not exceeding 30 feet .....	[ 81.50]	92.90
Exceeding 30 feet but not exceeding 33 feet .....	[ 90.40]	103.10
Exceeding 33 feet but not exceeding 36 feet .....	[ 94.00]	107.20
Exceeding 36 feet but not exceeding 40 feet .....	[109.30]	124.60
Exceeding 40 feet but not exceeding 44 feet .....	[116.30]	132.60
Exceeding 44 feet but not exceeding 48 feet .....	[125.40]	143.00
Exceeding 48 feet but not exceeding 52 feet .....	[135.10]	154.00
Exceeding 52 feet but not exceeding 56 feet .....	[144.30]	164.50
Exceeding 56 feet but not exceeding 62 feet .....	[154.10]	175.70
Exceeding 62 feet but not exceeding 67 feet .....	[159.70]	182.10
Exceeding 67 feet but not exceeding 72 feet .....	[169.30]	193.00
Exceeding 72 feet but not exceeding 77 feet .....	[178.70]	203.70

Exceeding 77 feet but not exceeding 82 feet	[188.30]	\$214.70
Exceeding 82 feet but not exceeding 87 feet	[200.00]	228.80

For each additional five feet, or major fraction thereof, in excess of 87 feet a charge of [nine dollars and sixty cents (\$9.60)] \$10.90 shall be made.

Wings, bays or projections of depth not greater than [seventy-five per cent] 75% of the depth of the main portion of the structure shall have but one-half of their front width included in computing the front width of the building.

In applying the aforesaid schedule to buildings, structures or premises where the outline is a right-angle triangle, only two-thirds of the measurement of the base of such triangle outline shall be taken as the front width.

Where the measurement of the front width of a building of a rectangular outline is greater than the measurement of its depth the measurement of such depth may be taken instead of the measurement of the front width in applying the schedule of frontage charge.

For each story in height or building in excess of one story, a charge of [fifteen dollars and twenty cents (15.20)] \$17.30 per annum shall be made in addition to the foregoing.

The term story as used in the foregoing shall include:

- (a) Basements containing two or more finished rooms, not including laundry rooms.
- (b) Basements or attics used for business purposes, other than those used exclusively for storage, and in which no person is regularly employed.
- (c) Attics containing two or more finished rooms.

Outbuildings, rear buildings or buildings on alleys shall be exempt from service charge when located in the rear of other buildings assessed such service charge; but such buildings shall not be considered as rear buildings when fronted by any street.

For the purpose of assessment, the occupancies of buildings, structures or premises shall be classified as nearly as possible as follows:

Class A. Buildings used as private residences exclusively, which are occupied by members of one family only, and in which no portion of the building is rented or maintained for rent to other persons.



Class B. (b1) Flat or apartment buildings containing one or more flats or apartments with a minimum of one water closet, one bath and one sink.

(b2) Flat or apartment buildings not having baths for any of the flats or apartments.

The amounts to be charged for service to buildings in Class A shall be the amount heretofore specified as minimum charge for service. This charge shall include service for all ordinary domestic fixtures and openings, but shall not include service for outbuildings, air conditioning, or use of hose for sprinkling, washing or like purposes, or other devices which require large amounts of water. Such service as is not included shall be charged for additionally at rates hereinafter specified.

The amounts to be charged for service to buildings in Class B shall be the amounts heretofore specified as minimum charge for service, and this charge shall include, in Class (b1), one flat or apartment equipped with not less than one water closet, one bath and one sink, and in Class (b2), one water closet and two family sinks, each of such sinks being open to use of not to exceed one family. If either sink is open to use of other families a charge of [~~\$31.30~~] \$35.70 per annum shall be made for each such other family.

For each other flat or apartment equipped with not less than one water closet, one bath and one sink, a charge of [~~\$72.60~~] \$82.80 per annum shall be made.

For fixtures for use of apartments having less than the above equipment the following:

For each water closet -- per annum	[ <del>\$31.30</del> ]	\$35.70
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If such water closet is open to the use of more than one family, an additional charge of [~~\$31.30~~] \$35.70 shall be made of each such family.

For each wash basin -- per annum	[ <del>\$9.60</del> ]	\$10.90
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For each family sink which is open to the use

of not more than one family -- per annum	[ <del>\$31.30</del> ]	\$35.70
--	------------------------	---------

If such sink is open to the use of more than one family, an additional charge of [~~\$31.30~~] \$35.70 per annum shall be made for each such family.

All openings at trays used for private laundry purposes shall be allowed with service charge, but service for outbuildings, air conditioning, use of hose for sprinkling, washing or like purposes, or other devices which require large quantities of water, shall not be

included. Such service as is not included shall be charged for at rates hereinafter specified.

For other special water fixtures or for other special or unusual water for which no charge is specified, the Commissioner of Water shall determine the amount to be charged for such special fixtures and for such use of water, such charge to be based on an estimate of the water used.

SECTION 2. Chapter 185, Section 185-27 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

185-27. In addition to other rates and charges assessed against any building, structure or premises, the supply to which is not controlled by meter, annual rates, or rates for other periods so specified, shall be assessed where fixtures, devices or occupancies are found, as follows:

For hose such as is ordinarily used for sprinkling, washing or like purposes, per season:

For a frontage of 30 feet or less .....	[\$22.10]	\$25.20
For a frontage exceeding 30 feet but not exceeding 50 feet .....	[31.30]	35.70
For each additional 25 feet of frontage or major fraction thereof .....	[6.30]	7.20
For aquariums with water connection, and a capacity not to exceed ten cubic feet of water, per season .....	[22.10]	25.20
For each additional ten cubic feet or major fraction thereof .....	[22.10]	25.20

For foundations, per season:

Each jet 1/16 of an inch or less .....	[50.30]	57.30
Exceeding 1/16 of an inch but not exceeding 1/8 of an inch .....	[200.70]	228.80
Exceeding 1/8 of an inch but not exceeding 1/4 of an inch .....	[498.00]	567.70

Gardens sprinkled or irrigated which are not part of adjoining premises:

For 3,000 square feet or less, per season .....	[22.10]	\$ 25.20
For each additional 3,000 square feet or major fraction thereof .....	[9.60]	10.90
For street sprinklers, motor driven, operated for profit, per month, each .....	[372.60]	424.80
Air-conditioning charges for each horsepower .....	[58.70]	66.90

For building construction:

At the rate of [one dollar and no cents (\$1.00)] *\$1.10* for every 1,000 cubic feet of building volume, or fraction thereof; provided, however, that no charge shall be less than [nine dollars and forty cents (\$9.40).] *\$10.70*.

For alterations, repairs, or reconstruction of buildings:

An amount equal to [twenty-five percent] *25%* of the amount charged for a building permit issued pursuant to Chapter 43 of this Code.

For other special water fixtures, or for any other special or unusual use of water for which no charge has been heretofore specified, the Commissioner of Water shall determine the amounts to be charged for such special fixtures or for such use of water, such estimate to be based upon an estimate of water used.

SECTION 3. Chapter 185, Section 185-28 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-28. When water is used for temporary purposes, or for purposes not herein otherwise specified, the quantity of water so used, or to be used, shall be estimated by the Commissioner of Water and shall be charged at the rate of [twenty-two cents (\$0.22) per one hundred] *\$0.25 per 100* gallons.

The amount to be charged for the use of water for such temporary or other purposes, when the quantity of water used or to be used shall have been estimated by the Commissioner, shall be paid in advance to the Department of Water by the person desiring to use such water at the rates herein fixed for such use.

SECTION 4. Chapter 185, Section 185-31 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

185-31. The rate for metered water shall be [five dollars and ninety-one cents per one thousand] *\$6.74 per 1,000* cubic feet, subject to a discount of [fourteen cents (\$0.14)] *\$0.17*, approximately *2-1/2%* for each [one thousand] *1,000* cubic feet if payment is received by the Department of Water within [twenty-one] *21* calendar days of the time the bill therefor is mailed as shown by the records of the Department of Water. If such payment is made to an agent of the City of Chicago authorized to collect water rates the agent shall transmit the amount of any bills so paid to the cashier of the Department of Water, in order that payment is received in the Department within [twenty-one] *21* calendar days of the time the bill therefor is mailed as shown by the records of the Department. An expired discount may be allowed on only one bill for any premises in each calendar year. Where the correctness of the bill is disputed and where complaint of such incorrectness has been made within the period during which the bill for the premises involved would be subject to the usual discount and where the adjusting of such complaint requires additional time, said discount may be allowed up to and including the fifth day succeeding the remailing of such bill.

SECTION 5. This ordinance shall take effect on May 1, 1989.

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### COMMITTEE ON HOUSING.

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#### REAPPOINTMENT OF MS. ARTENSA RANDOLPH AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

The Committee on Housing submitted the following report:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Housing, having had under consideration a communication signed by The Honorable Mayor Eugene Sawyer, authorizing the Mayor to approve and authorize:

the reappointment of Artensa Randolph as a Commissioner of the Chicago Housing Authority for a term expiring January 8, 1994.

We recommend that Your Honorable Body *Pass* the said proposed communication, which is transmitted herewith.

This recommendation was concurred in unanimously by members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SHENEATHER BUTLER,  
*Chairman.*

On motion of Alderman Natarus, the committee's recommendation was *Concurred In* and said proposed reappointment of Ms. Artensa Randolph as a Commissioner of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, called the City Council's attention to the presence of Commissioner Artensa Randolph who enjoyed a standing ovation from the Council and assembled guests.

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COMMITTEE ON LAND ACQUISITION, DISPOSITION  
AND LEASES.

ACCEPTANCE OF FARLEY INDUSTRIES', INCORPORATED DONATION  
OF LAND AND BUILDING LOCATED AT 735  
SOUTH WASHTENAW AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, accepting the donation by Farley Industries, Incorporated, of land and building located at 735 South Washtenaw Avenue to be used by the Department of Streets and Sanitation for operation of a maintenance and storage facility.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Farley Industries, Incorporated, presently holds title to the land commonly known as 735 South Washtenaw Avenue, Chicago, Illinois, and the building thereon; and

WHEREAS, Farley Industries, Incorporated has indicated its willingness to donate the property to the City for public purposes; now, therefore,

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

SECTION 1. It is hereby found and determined that it is useful, desirable and in the best interest of the City of Chicago to acquire the property described below for public purposes.

SECTION 2. The City of Chicago is authorized to accept the donation of the property from Farley Industries, Incorporated for public use subject to the approval of the Corporation Counsel.

SECTION 3. The legal description of said property is as follows:

Lots 4 through 25, all inclusive, in Block 6 in Carter H. Harrison's Addition to Chicago, being a subdivision of the west half of the northeast quarter of the southeast quarter and of the east half of the northwest quarter of the southeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of the north half of the vacated 15-1/2 foot alley south of and adjoining said Lots 4 through 25, in Cook County, Illinois.

SECTION 4. This ordinance shall become effective immediately upon the passage thereof.

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EXECUTION OF RELEASE OF EASEMENT IN AREA OF WEST  
CATALPA AVENUE AND NORTH EAST RIVER ROAD.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a release of easement in the area of West Catalpa Avenue and North East River Road.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On October 3, 1962 by subdivision plat, recorded as Document Number 18608712 in the office of the Cook County Recorder of Deeds, a ten foot easement was reserved for the installation of various utilities by the City of Chicago; and

WHEREAS, The City of Chicago has never utilized or otherwise exercised its rights with respect to said easement and represents that such easement is no longer necessary or desirable to the City; now, therefore,

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

SECTION 1. The Corporation Counsel is directed to prepare a release of the easement reserved in the subdivision plat recorded in the Cook County Recorder's office as Document Number 18608712 on October 3, 1962.

SECTION 2. The legal description of said easement is the south five feet of Lots 46 to 90 and the north five feet of Lots 91 to 105 in Chicago Forest Ridge Estates in the northwest quarter of the northwest quarter of Section 11, Township 40, Range 12 located immediately north of West Catalpa Avenue, between North East River Road and North Oakview Avenue as shown on the drawing attached hereto.

SECTION 3. The Commissioners of the Departments of Water, Sewers and Streets and Sanitation are authorized and directed to execute said easement document on behalf of the City of Chicago.

SECTION 4. This ordinance shall be in effect from and after its passage.

[Drawing attached to this ordinance printed on page  
26158 of this Journal.]

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SALE OF PARCELS R-5, R-4 AND 32-1 IN ROOSEVELT-HALSTED  
COMMERCIAL DISTRICT PROJECT TO STRUBE CELERY  
AND VEGETABLE COMPANY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the sale of Parcels R-5, R-4 and 32-1 in the Roosevelt- Halsted Commercial District Project to Strube Celery and Vegetable Company.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

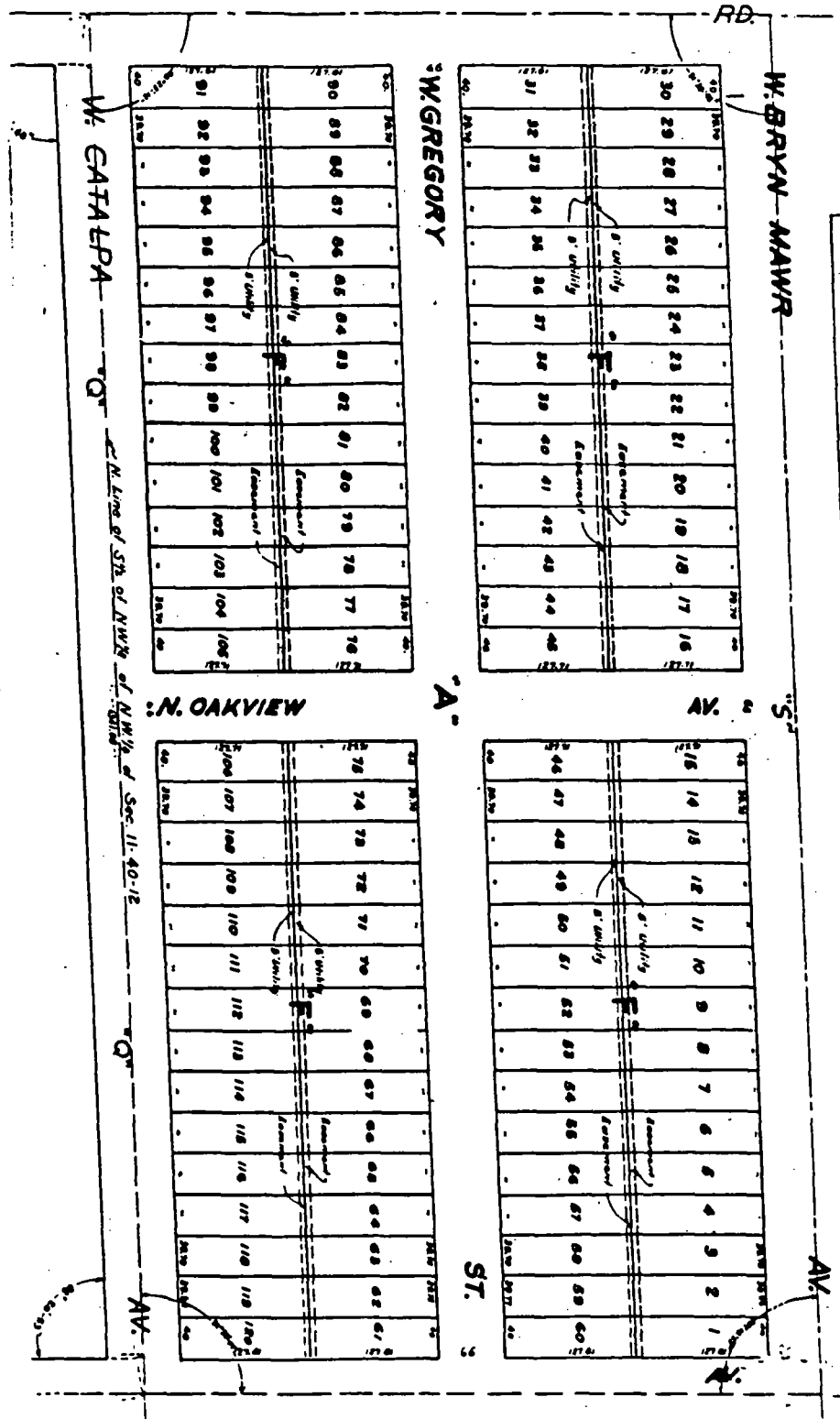
*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

(Continued on page 26159)



[Ordinance associated with this drawing printed on pages 26156 through 26157 of this Journal.]



(Continued from page 26157)

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Roosevelt-Halsted heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer made by Strube Celery and Vegetable Company to purchase three parcels of land commonly known as 1250 West 15th Street and 1460 South Blue Island Avenue, 1201 -- 1221 West 14th Street and 1400 South Racine Avenue, and 1421 South Blue Island Avenue, and designated as Parcels R-5, R-4 and 32-1, respectively, on the Disposition Parcel Map which is available for inspection at the Department of Economic Development; and

WHEREAS, The Commission adopted Resolution No. 88-CDDC-43 on December 20, 1988, whereby it recommends to the City Council that it approve the sale of Parcels R-5, R-4, and 32-1 in the Roosevelt-Halsted Commercial District Project to Strube Celery and Vegetable Company as provided therein; a certified copy of said resolution has been transmitted to this body; and

WHEREAS, The City Council has considered the said resolution and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That sale proposed by the Commercial District Development Commission of Parcels R-5, R-4 and 32-1 in the Roosevelt-Halsted Commercial District Project is hereby approved as follows:

Purchaser	Parcels	Sq. Ft. Price	Total Price
Strube Celery and Vegetable Company	R-5, R-4 and 32-1	\$1.00	\$71,245.00

The parcels are legally described as follows:

Parcel R-5:

Lots 41 through 49 in Block 9 in William Sampson's Subdivision of Blocks 7, 9, 10, 15 and 16 in Sampson & Greene's Addition to Chicago, a subdivision of the northwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian (except 5 acres in the northwest corner of the east half of said tract) also, all of the vacated alleys adjoining Lots 41 through 49 in Block 9 lying Southwesterly of the northeasterly line of Lot 41, extended Northwest; Southeasterly of the center line of the vacated alley northwest and adjoining said Lot 41 and lying South of the north line of the vacated alley north and adjoining Lots 46 to 49 and said north line extended East to the center line of the aforementioned vacated alley, all in William Sampson's Subdivision, aforesaid.

Also

Parcel R-4:

Lots 1 to 13, inclusive, and the vacated 10-foot alleys, in the subdivision of the north part of one-half acre in the northeast corner of Block 9 of Sampson & Greene's Addition to Chicago, a subdivision of the northwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian (except 5 acres in the northwest corner of the east half said tract).

Also

Parcel 32-1:

Lots 31 and 32 in William Sampson's Subdivision of Block 9 in Sampson & Greene's Addition to Chicago, a subdivision of the northwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian (except 5 acres in the northwest corner of the east half of said tract) in Cook County, Illinois.

**SECTION 2.** The Mayor is authorized to execute, on behalf of the City of Chicago, a contract for the sale of the land, a deed, and any other documentation which may be necessary to effectuate the above sale, subject to approval of the Corporation Counsel as to form and legality.

**SECTION 3.** This ordinance shall become effective from and after its passage and approval.

ACQUISITION OF PROPERTY AT 5612 -- 5620 SOUTH  
CENTRAL AVENUE FOR MIDWAY AIRPORT  
DEVELOPMENT PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for the purchase of property located at 5612 -- 5620 South Central Avenue which is required for the Midway Airport Development Project.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Department of Aviation the property legally described on Exhibit A attached hereto and commonly known as 5612 -- 5620 South Central Avenue. This property is required for the Midway Airport Development Project.

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owner of the property for the purchase of the property legally described in Exhibit A.

If the Commissioner and the owner are able to agree on the purchase price, the Commissioner is authorized to purchase the property in the name of and on behalf of the City of Chicago for the agreed price, subject to the approval of the federal and state funding agencies.

If the Commissioner is unable to agree with the owner of the property on the purchase price or, if the owner is incapable of consenting to the sale, or the owner can not be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to the property under the City's right of eminent domain.

SECTION 3. This ordinance shall be effective upon its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

Parcel 54:

Lots 6, 7, 8 and 9 in Block 72 in Frederick H. Bartlett's Third Addition to Garfield Ridge, being a subdivision of all that part of the east half, Section 17- 38-13, lying North and West of the right of way of the Indiana Harbor Belt Railroad (except the west half of the west half of the northeast quarter of said Section 17-38-13) and also that part of the north three-quarters of the east quarter of the northeast quarter of said Section 17-38-13, lying East of said right of way of the Indiana Harbor Belt Railroad.

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PURCHASE OF PROPERTY AT 5040 WEST 55TH STREET  
(PARCEL NUMBER 42) FOR IMPROVEMENT OF  
MIDWAY AIRPORT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the purchase of property located at 5040 West 55th Street, Parcel No. 42, which is required for improvement of Midway Airport.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On September 9, 1987, Council Journal pages 3444 to 3446, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the property located

at 5040 West 55th Street, legally described on Exhibit A attached hereto, and designated as Parcel No. 42 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with Mr. Lester Bearing, the owner of the Parcel, regarding the sale of the property to the City for the sum of \$280,000.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of \$280,000.00. Payment for the Parcel is to be made from Account Number 623-85-2010-0540.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

Parcel 42:

That part of the southeast quarter (S. E. 1/4) of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a point on the north line of West 55th Street, (said north line being 33 feet north of and parallel with the south line of said southeast quarter (S. E. 1/4)), a distance of 1,700 feet west of the east line of said southeast quarter (S. E. 1/4); thence North along a line parallel with the east line of said southeast quarter (S. E. 1/4) a distance of 200 feet; thence West on a line drawn parallel with the north line of West 55th Street, a distance of 120 feet; thence South along a line parallel with the east line of said southeast quarter (S. E. 1/4), a distance of 200 feet to a point on the north line of West 55th Street a distance of 1,820 feet west of the east line of said southeast quarter (S. E. 1/4); thence East along the north line of West 55th Street a distance of 120 feet to the point of beginning, in Cook County, Illinois. Commonly known as 5040 West 55th Street.

PURCHASE OF PROPERTY AT 5050 WEST 55TH STREET  
(PARCEL NUMBER 51) FOR IMPROVEMENT  
OF MIDWAY AIRPORT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the purchase of property located at 5050 West 55th Street, Parcel No. 51, which is required for the improvement of Midway Airport.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On September 9, 1987, Council Journal pages 3444 to 3446, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the property located at 5050 West 55th Street, legally described on Exhibit A attached hereto, and designated as Parcel No. 51 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with the Trustee, known as Trust No. 870053 held by Commercial National Bank of Berwyn, 3322 South Oak Park Avenue, Berwyn, Illinois as owner of the Parcel, regarding the sale of the property to the City for the sum of \$390,000.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owners of the Parcel the sum of \$390,000.00. Payment for the Parcel is to be made from Account No. 623-85-2010-9000-0540.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

Parcel 51:

That part of the southeast quarter (S. E. 1/4) of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at a point on the north line of West 55th Street, (said north line being 33 feet north of and parallel with the south line of said southeast quarter (S. E. 1/4), a distance of 1,820 feet west of the east line of said southeast quarter (S. E. 1/4); thence North along a line parallel with the east line of said southeast quarter (S. E. 1/4) a distance of 255 feet; thence West along a line parallel with the south line of said southeast quarter (S. E. 1/4) a distance of 110 feet; thence South along a line parallel with the east line of said southeast quarter (S. E. 1/4) a distance of 255 feet to the north line of West 55th Street; thence East along said north line a distance of 110 feet to the point of beginning, in Cook County, Illinois.

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PURCHASE OF PROPERTY AT 11000 -- 11008 SOUTH KEDZIE  
AVENUE (PARCEL NUMBER 1) FOR CONSTRUCTION OF  
NEW MOUNT GREENWOOD BRANCH LIBRARY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the purchase of property located at 11000 -- 11008 South Kedzie Avenue, Parcel No. 1, which is required for construction of the new Mount Greenwood Branch Library.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:



*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On February 10, 1988, Council Journal pages 10475 to 10477, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Chicago Library the property located at 11000 to 11008 South Kedzie Avenue, legally described on Exhibit A attached hereto, and designated as Parcel No. 1 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with Mr. Morris Kulovitz, the owner of the Parcel, regarding the sale of the property to the City for the sum of \$130,000.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of \$130,000.00. Payment for the Parcel is to be made from Account No. 469-83-2055-9026-0620-8702216.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

Parcel 1:

Lots 1 to 4, both inclusive, in Block 1 of George Brinkman's Addition to Mt. Greenwood, a subdivision of Blocks 25, 26, 31 and 32 in George Hill's Subdivision of the east half of the southeast quarter of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 11000 to 11008 South Kedzie Avenue.

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PURCHASE OF PROPERTY AT 11010 -- 11014 SOUTH KEDZIE AVENUE (PARCEL NUMBER 2) FOR CONSTRUCTION OF NEW MOUNT GREENWOOD BRANCH LIBRARY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the purchase of property located at 11010 -- 11014 South Kedzie Avenue, Parcel No. 2, which is required for construction of the new Mount Greenwood Branch Library.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On February 10, 1988, Council Journal pages 10475 to 10477, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Chicago Library the property located at 11010 to 11014 South Kedzie Avenue, legally described on Exhibit A attached hereto, and designated as Parcel No. 2 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with Mr. Henry W. Lang, the owner of the parcel, regarding the sale of the property to the City for the sum of \$230,000.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of \$230,000.00. Payment for the Parcel is to be made from Account No. 469-83-2055-9026-0620-8702216.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

Parcel 2:

Lots 5 and 6 in Block 1 of George Brinkman's Addition to Mount Greenwood, a subdivision of Blocks 25, 26, 31 and 32 in George Hill's Subdivision of the east half of the southeast quarter of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 11010 to 11014 South Kedzie Avenue.

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PURCHASE OF PROPERTY AT 3048 -- 3058 EAST 130TH STREET  
(PARCEL NUMBER 2) FOR CONSTRUCTION OF NEW  
HEGEWISCH BRANCH LIBRARY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the purchase of property located at 3048 -- 3058 East 130th Street, Parcel No. 2, which is required for the construction of the new Hegewisch Branch Library.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, On December 30, 1987, Council Journal pages 9450 to 9451, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Chicago Public Library the property located at 3048 -- 3058 East 130th Street, legally described on Exhibit A attached hereto, and designated as Parcel No. 2 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with the Trustee, known as Trust No. 1356 held by the East Side Bank and Trust Company, 10635 South Ewing Avenue, Chicago, as owner of the Parcel, regarding the sale of the property to the City for the sum of \$66,000.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owners of the Parcel the sum of \$66,000.00. Payment for the Parcel is to be made from Account No. 457-83-2055-0620-9135.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

Parcel 2:

Lots 12 to 15 in Block 6 of Ford City Subdivision Number 4, being a subdivision of the southwest quarter of the southeast quarter of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian (except railroad right of way and streets heretofore dedicated) in Cook County, Illinois.

PURCHASE OF PROPERTY AT 3044 -- 3046 EAST 130TH STREET  
FOR CONSTRUCTION OF NEW HEGEWISCH  
BRANCH LIBRARY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the purchase of property located at 3044 -- 3046 East 130th Street which is required for the construction of the new Hegewisch Branch Library.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On December 30, 1987, Council Journal pages 9450 to 9451, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Chicago Public Library the property located at 3044 -- 3046 East 130th Street, legally described on Exhibit A attached hereto, and designated as Parcel No. 1 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with the Illinois Bell Telephone Company, 212 West Washington Street, Chicago, as owner of the Parcel, regarding the sale of the property to the City for the sum of \$30,875.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owners of the Parcel the sum of \$30,875.00. Payment for the Parcel is to be made from Account No. 457-83-2055-0620-9135.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owners of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

Parcel 1:

Lots 16 and 17 in Block 6 of Ford City Subdivision Number 4, being a subdivision of the southwest quarter of the southeast quarter of Section 30, Township 37 North, Range 15, East of the Third Principal Meridian (except railroad right-of-way and streets heretofore dedicated) in Cook County, Illinois. Commonly known as 3044 to 3046 East 130th Street.

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ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT  
PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted reports recommending that the City Council pass twenty-eight proposed ordinances transmitted therewith, authorizing the acceptance of bids for the purchase of various city-owned vacant parcels of land.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

*2266 -- 2268 South Blue Island Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Ricardo and Josefina Melara his wife, not as tenants in common, but as joint tenants, 112 West 19th Place, Chicago, Illinois 60616, to purchase for the sum of \$7,525.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3430 described as follows:

Lots 50 and 51 in subdivision of Block 2 in Walker's Dock Addition to Chicago in east half of Section 30, Township 39 North, Range 14, north of river lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2266 -- 2268 South Blue Island Avenue, Permanent Tax Nos. 17-30-212-035 and 036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$752.50 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1941 South Canalport Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Mark W. Paulik, 255 South Vine, Apt. C, Park Ridge, Illinois 60068, to purchase for the sum of \$7,010.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, pages 6121 -- 6122 described as follows:

Lots 1 and 2 in Assessor's Division of Lots 11, 12 and 17 in subdivision of Lot 1 in Block 38, in Canal Trustees Subdivision of west half of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1941 South Canalport Avenue, Permanent Tax No. 17-21-322-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$701.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*663 -- 665 North Carpenter Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of C.O.S. Building Management, 3012 West Belmont Avenue, Chicago, Illinois 60618, to purchase for the sum of \$28,151.50, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 27, 1988, pages 12674 -- 12675 described as follows:

The north 40.6 feet of Lot 2 in Seegers and Houssen's Resubdivision of Lot 7 in Block 38 in Ogden Addition to Chicago with Lots 13 and 14 in Block 12 in Ridgely Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal



Meridian, in Cook County, Illinois (commonly known as 663 -- 665 North Carpenter Street, Permanent Tax Nos. 17-08- 219-004 and 005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,815.15 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1608 -- 1610 South Carpenter Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Pedro Durte Vega, 1113 West 18th Street, Chicago, Illinois 60608, to purchase for the sum of \$6,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 1, 1987, page 40902 described as follows:

Lot 29 in Sheld's Resubdivision of Lots 20 to 29 of Shield's Subdivision of Lot 3 of Assessor's Division of the north quarter of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1608 -- 1610 South Carpenter Street, Permanent Tax Nos. 17-20-400-055 and 056).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$600.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*3506 -- 3510 West Cermak Road.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Holy Starlight M.B. Church, 3500 West Cermak Road, Chicago, Illinois 60624, to purchase for the sum of \$12,200.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 27, 1988, pages 12673 -- 12674 described as follows:

Lots 42 and 43 in Block 3 in Travers Subdivision of the east 15.92 acres of the west 30.92 acres of that part of the southeast quarter south of Ogden Avenue, of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3506 -- 3510 West Cermak Road, Permanent Tax Nos. 16-23-416-093 and 078).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,220.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*4227 South Champlain Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Roland Grant, Sr. and Willie M. Carter, his wife, 4233 South Champlain Avenue, Chicago, Illinois 60653, to purchase for the sum of \$4,300.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, pages 6101 -- 6102 described as follows:

The south 50 feet of Lot 23 in Margaret Johnston's Subdivision of the south half of the southeast quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4227 South Champlain Avenue, Permanent Tax No. 20-03-225-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$430.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1600 -- 1602 South Christiana Avenue/3341 -- 3345  
West 16th Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of William C. Jones, Sr., 4312 West 18th Street, Chicago, Illinois 60623, to purchase for the sum of \$9,400.00, the city-

owned vacant property, permission to advertise, pursuant to Council ordinance passed November 10, 1987, pages 6106 -- 6107 described as follows:

Lots 1 and 2 in the resubdivision of Block 12 in Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter lying North of the center of Ogden Avenue in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1600 -- 1602 South Christiana Avenue/3341 -- 3345 West 16th Street, Permanent Tax No. 16-23-404-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$940.00 submitted by said bidder to the Real Estate Division, Department of General Services, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*6605 -- 6609 South Cottage Grove Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Melvin L. Gerber and Arnold H. Zik, joint tenants, 6613 South Cottage Grove Avenue, Chicago, Illinois 60637, to purchase for the sum of \$11,300.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 30, 1987, pages 9416 -- 9417 described as follows:

Lot 23 in Block 9 in Woodlawn Ridge Subdivision of the south half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6605 -- 6609 South Cottage Grove Avenue, Permanent Tax No. 20-23-120-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,130.00, submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1744 West Division Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of George and Lynn Oliver Gutierrez, his wife, not as tenants in common, but as joint tenants, 2125 North Winchester Avenue, to purchase for the sum of \$10,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 30, 1987, pages 9419 -- 9420 described as follows:

Lot 23 in Block 4 in Spear's Addition to Chicago in the east half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1744 West Division Street, Permanent Tax No. 17-06-234-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,050.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1977 West Evergreen Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Seplowin & Wish Investment, Incorporated, 1608 North Milwaukee Avenue, Chicago, Illinois 60647, to purchase for the sum of \$36,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 22, 1988, pages 14576 -- 14577 described as follows:

Lot 38 in Block 13 in D. S. Lee's Addition to Chicago, a subdivision of that part of the east half of the northwest quarter and the west half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1977 West Evergreen Avenue, Permanent Tax No. 17-06-216-045).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,600.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*4951 -- 4953 South Forrestville Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Old Friendship M. B. Church, 542 East 50th Street, Chicago, Illinois 60615, to purchase for the sum of \$7,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, pages 3381 -- 3382 described as follows:

Lot 2 in County Clerk's Division of Lots 1 and 2 in Henry M. Ralston's Addition to City of Chicago and all that part of Lot 1 in J. H. Steel's Addition to Hyde Park, lying East of the east line of Forrestville Avenue, all in the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian (except therefrom that part of said premises condemned for alley purposes described as follows: beginning at the northeast corner of Lot 2 running south along the east line of Lot 2 to the southeast corner; thence West along the south line of said Lot 2 to a point 8.7 feet west thereof; thence North on a straight line to a point in the north line 9.9 feet west of the northeast corner thereof; thence East along the north line of said Lot 2 to the point of beginning, in Cook County, Illinois (commonly known as 4951 -- 4953 South Forrestville Avenue, Permanent Tax No. 20-10-218-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$750.00 submitted by said bidder to the Real Estate Division, Department of General Services, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*454 North Green Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Thomas D. Bourbulas, 9212 South Karlov Avenue, Oak Lawn, Illinois 60453, to purchase for the sum of \$18,100.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, pages 6115 -- 6116 described as follows:

The north half of Lot 5 in Block 15 in Ogden's Addition to Chicago, in the northeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 454 North Green Street, Permanent Tax No. 17-08-252-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,810.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*2851 West Harrison Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Bobby Griffin, 2815 -- 2817 West Harrison Street, Chicago, Illinois 60612, to purchase for the sum of \$3,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 23, 1983, pages 3594 -- 3595 described as follows:

Lot 9 in Block 2 in G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2851 West Harrison Street, Permanent Tax No. 16-13-303-004).



Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$350.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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1300 -- 1302 North Kedzie Avenue/3200 -- 3216  
West Potomac Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of \$11,100.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed May 11, 1988, page 13142 described as follows:

Lot 10 and the south 18 feet of Lot 9 in Block 4 in Weage Eberhart Bartlett Subdivision of the southeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1300 -- 1302 North Kedzie Avenue/3200 -- 3216 West Potomac Avenue, Permanent Tax No. 16-02-223- 034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,110.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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1400 -- 1404 North Kedzie Avenue/  
3210 -- 3216 West Hirsch Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of \$19,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed May 11, 1988, page 13143 described as follows:

Lots 8, 9 and 10 in Block 6 in Pierce's Humboldt Park Addition being the east half and the north half of the west half of the northeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1400 -- 1404 North Kedzie Avenue/3210 -- 3216 West Hirsch Street, Permanent Tax No. 16-02-215-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,950.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*3919 South Kedzie Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Denise Sanchez, 3921 South Kedzie Avenue, Chicago, Illinois 60632, to purchase for the sum of \$6,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, pages 34507 -- 34508 described as follows:

Lot 32 in Thomas Rutter's Subdivision of Lot 1 in Superior Court Partition of that part of the west half of the northwest quarter of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3919 South Kedzie Avenue, Permanent Tax No. 19-01-100-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$650.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1634 North Marshfield Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Amalgamated Trust and Savings Bank under Trust Agreement dated August 26, 1988, Trust No. 5390; c/o Sam S. Simmerman, 329 West Eugenie Street, Chicago, to purchase for the sum of \$30,300.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed February 10, 1988, page 10428 described as follows:

Lot 10 in subdivision of the northwest quarter of Block 25 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1634 North Marshfield Avenue, Permanent Tax No. 14-31-430-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,030.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1715 South Newberry Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Terrence and Julia Ryan (his wife), as joint tenants not as tenants in common, 1707 South Newberry Avenue, Chicago, to purchase for the sum of \$2,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, pages 6107 -- 6108 described as follows:

The west 83 feet of Lot 36 in George Roth Subdivision of Block 17 in Assessor's Division of the north quarter of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1715 South Newberry Avenue, Permanent Tax No. 17-20-406-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$200.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2425 West North Avenue/1547 -- 1557 North  
Artesian Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mario Martinez and Conception Martinez, his wife, as joint tenants, 542 North Artesian Avenue, Chicago, Illinois 60612, to purchase for the sum of \$7,650.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 27, 1989, page 12665 described as follows:

Lot 11 in Block 1 in Winslow Jacobson and Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2425 West North Avenue/1547 -- 1557 North Artesian Avenue, Permanent Tax No. 16-01-207-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$765.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*2917 North Ridgeway Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of John J. Pikarski III, 6238 North Kirkwood Avenue, Chicago, Illinois 60646, to purchase for the sum of \$7,920.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 30, 1987, page 9430 described as follows:

Lot 33 in John B. Dawson's Subdivision of the southeasterly half of Lot 8, with Lots 4 and 5 of Dawson Subdivision of Lot 9, in Davlin, Kelly and Carrolls' Subdivision of the northwest quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2917 North Ridgeway Avenue, Permanent Tax No. 13-26-122-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$792.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*1505 West Roosevelt Road.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Devco Realty & Equity Company, 25 East Washington Street, Chicago, Illinois 60602, to purchase for the sum of \$3,600.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, pages 2291 -- 2292 described as follows:

Lot 3 (except the north 42 feet thereof) in Block 4 in Sampson and Greene's Subdivision of Blocks 2, 3, 4, 5, 6, 11, 12, 13 and 14 in Sampson and Greene's Addition to Chicago, a subdivision of the northwest quarter of Section 20, Township 39 North, Range 14 (except 5 acres in the northwest corner of the east half) East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1505 West Roosevelt Road, Permanent Tax No. 17-20- 100-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$360.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*3641 -- 3643 South State Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Lawrence McGill, 3720 South Wabash Avenue, Chicago, Illinois 60653, to purchase for the sum of \$5,280.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, page 6116 described as follows:

Lots 50 and 51 (except the west 34 feet for street) in Block "B" in Freeman's Addition to Chicago, being a subdivision of the south 10 acres of the north 30 acres of the west half of the west half of the southwest quarter of Section 34, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3641 -- 3643 South State Street, Permanent Tax No. 17-34-306-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$528.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*7020 South Stony Island Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of D. Daniel Doyal, 7629 South Jeffery Street, Chicago, Illinois 60649, to purchase for the sum of \$15,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, pages 3390 -- 3391 described as follows:

Lot 3 in Block 1 in Parkside, being a subdivision of the south half of the southeast quarter of the southeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7020 South Stony Island Avenue, Permanent Tax No. 20-23-424-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.



SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*7024 South Stony Island Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of D. Daniel Doyal, 7629 South Jeffery Street, Chicago, Illinois 60649, to purchase for the sum of \$15,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, pages 3389 -- 3390 described as follows:

Lot 10 in Block 1 in Parkside, being a subdivision of the south half of the southeast quarter of southeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7024 South Stony Island Avenue, Permanent Tax No. 20-23-424-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,500.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*4152 -- 4156 South Wabash Avenue/18 -- 24 East 42nd Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Leon G. Robinson, Jr., 1528 Emerson, Evanston, Illinois 60201, to purchase for the sum of \$15,001.00 the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2293 described as follows:

Lot 11 (except the north 25 feet of Lot 11 thereof) and all of Lot 12 in Block 9 in Pryor & Hopkins Subdivision of the west half of the northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4152 -- 4156 South Wabash Avenue/18 -- 24 East 42nd Street, Permanent Tax Nos. 20-03-112-023 and 024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,500.10 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*2426 -- 2428 West Warren Boulevard.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Whitlow and Associates, 440 North Mayfield Avenue, Chicago, Illinois 60644, to purchase for the sum of \$12,500.00, the

city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 30, 1987, pages 9422 -- 9423 described as follows:

Lots 51 and 52 in Boone's Addition to Chicago Subdivision of the southeast Block 1 Wakeman & Other's Partition in Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2426 -- 2428 West Warren Boulevard, Permanent Tax Nos. 16-12-424-009 and 010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,250.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*1935 -- 1945 East 79th Street/7901 South Euclid Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Rosemaur Associates, 3121 South Halsted Street, Chicago, Illinois 60608, to purchase for the sum of \$41,700.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 22, 1988, pages 14582 -- 14583 described as follows:

Lots 6 to 10 in resubdivision of Block 1 of L. A. Ostrom's Resubdivision of east half of east half of northwest quarter of east half of northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1935 -- 1945 East 79th Street/7901 South Euclid Avenue).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$4,170.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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*648 West 86th Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Arnold Smith, 5111 South Ashland Avenue, Chicago, Illinois 60609, to purchase for the sum of \$5,610.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 20, 1987, pages 6120 -- 6121 described as follows:

Lot 3 in Block 12 in Sisson and Newmans South Englewood Subdivision being a subdivision in Sections 32 and 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 648 West 86th Street, Permanent Tax No. 20-33-311-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$651.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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ACCEPTANCE OF BID FOR BOARD OF EDUCATION PROPERTY  
LOCATED AT 4500 NORTH BEACON STREET/1338  
WEST SUNNYSIDE AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a bid for Board of Education property located at 4500 North Beacon Street/1338 West Sunnyside Avenue.

On motion of Alderman Banks the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on Land Acquisition, Disposition and Leases of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to Illinois Revised Statutes, Chapter 122, Paragraph 34- 21, subsection (b) (2), by vote of not less than two-thirds of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, Said real estate was advertised for sale and bids received; and

WHEREAS, The bids were opened and read at the Office of the Secretary for the Board of Education of the City of Chicago on the first Tuesday after the closing bid date; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the bid from Joan Pawelski and Robert Nutting, 4506 Beacon Street, Chicago, Illinois 60640, in the amount of \$36,010 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Ripley B. Mead, Jr. October 2, 1988; and	\$23,000
Stephen Rich & Associates, Limited November 30, 1988	\$24,000

; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Joan Pawelski and Robert Nutting to purchase vacant school tax land described as follows, to-wit:

Lot 252 in Sheridan Drive Subdivision in the northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois,

Also

the south 10 feet of Lot 251 in the resubdivision of Lots 249, 250 and 251 in Sheridan Drive Subdivision, aforesaid,

which land has a frontage of 55 feet on North Beacon Street, 150 feet on West Sunnyside Avenue, and contains 8,250 square feet/0.189 acres and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust for the Use of Schools in and to said school property and to deliver said deed to the Chief Financial Officer of the Board of Education of the City of Chicago.

SECTION 3. The Chief Financial Officer of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. This ordinance shall be in effect from and after its passage.

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REJECTION OF BID FOR PURCHASE OF CITY-OWNED VACANT  
PROPERTY LOCATED AT 612 -- 614 NORTH SPAULDING  
AVENUE AND AUTHORITY GRANTED TO  
READVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, rejecting a bid for the purchase of city-owned vacant property at 612 -- 614 North Spaulding Avenue and authorizing the Department of General Services to re-advertise the same for sale.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby rejects the bid of J. C. Pointer, 618 North Spaulding Avenue, Chicago, Illinois 60624, to purchase for the sum of \$3,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed February 10, 1988, page 10429.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 18 and 19 in Block 1 in Phinney's Subdivision of the southwest quarter of the northeast quarter of the northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 612 -- 614 North Spaulding Avenue, Permanent Tax No. 16-11-213-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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EXECUTION OF QUITCLAIM DEED WITH BANK OF RAVENSWOOD  
FOR PROPERTY AT 4724-1/2 NORTH  
LINCOLN AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a quitclaim deed with the Bank of Ravenswood for the property located at 4724-1/2 North Lincoln Avenue.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago acquired a perpetual easement from the Bank of Ravenswood, as trustee under Trust 1585 dated August 4, 1975, pursuant to that certain case captioned *City of Chicago v. LaSalle Bank* (77 L 25279); and



WHEREAS, The easement affects that certain property located in Commercial District Development Project Lincoln-Lawrence-Western and is commonly known as 4724-1/2 North Lincoln Avenue, Chicago, Illinois; and

WHEREAS, The City no longer desires to maintain any interest in the property; and

WHEREAS, The City desires to have the above-captioned lawsuit dismissed; and

WHEREAS, Pursuant to settlement negotiations between the parties, the Court entered an agreed order on December 12, 1988 dismissing the lawsuit; and

WHEREAS, Pursuant to terms of the agreed order, the City shall quitclaim its interest in said property; now, therefore,

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

SECTION 1. The Acting Mayor is authorized to execute, and the City Clerk shall attest, the quitclaim deed between the City of Chicago, as grantor, and the Bank of Ravenswood, as trustee under Trust 1585 dated August 4, 1975, as grantee. The quitclaim deed shall be in substantial conformity with Exhibit "A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in effect from and after its passage.

Exhibit "A" attached to this ordinance printed  
on page 26199 of this Journal.]

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REPEAL OF ORDINANCE WHICH AUTHORIZED SALE OF PROPERTY  
AT 609 -- 627 SOUTH SACRAMENTO BOULEVARD/2946 --  
2958 WEST FLOURNOY STREET TO CAJACK,  
INCORPORATES DOING BUSINESS AS  
MAR-SAL CUT-RATE LIQUOR.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to repeal an ordinance which authorized the sale of property located at 609 -- 627 South Sacramento Boulevard/2946 -- 2958 West Flournoy Street to Cajack, Incorporates, doing business as Mar-Sal Cut-rate Liquor.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

(Continued on page 26200)

This Indenture, Made the \_\_\_\_\_ day of December A. D. 19 88

WITNESSETH: That the Grantor, the CITY OF CHICAGO, a municipal corporation in the County of Cook and State of Illinois for the consideration of TEN and no/100 DOLLARS

(\$10.00) Dollars, conveys and quit-claims to the Bank of Ravenswood, as trustee under trust # 1585 dated August 4, 1975

of 1825 West Lawrence Avenue Chicago Illinois

all interest in and to the following described real estate, situated in the County of Cook, in the State of Illinois, to-wit:

LOTS 17 AND 18 IN P. J. SEXTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number 14-18-100-031-0000 14-18-100-032-0000

In Witness Whereof The said City of Chicago has caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be hereto affixed, the day and year first above written.

CITY OF CHICAGO

Approved as to Form,

By EUGENE SAWYER ACTING MAYOR

Attest,

Assistant Corporation Counsel

WALTER S. KOZUBOWSKI CITY CLERK

STATE OF ILLINOIS } COOK COUNTY, } CITY OF CHICAGO } SS.

I, \_\_\_\_\_ a

Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_

Mayor, and \_\_\_\_\_, City Clerk of the City of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered as Mayor, and City Clerk of said City, the said instrument, as their free and voluntary act, and as the act and deed of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day

of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

Notary Public.

MAIL TO: NAME ADDRESS CITY AND STATE

ADDRESS OF PROPERTY, 4724 1/2 N. Lincoln Avenue Chicago, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

EXEMPT UNDER PROVISION OF PARAGRAPH B, SECTION 4, REAL ESTATE TRANSFER ACT. AFFIX "RIDERS" OR REVENUE STAMPS HERE EXEMPT UNDER PROVISIONS OF PARAGRAPH B, SECTION 200-.1 2B6. CHICAGO TRANSACTION TAX. Buyer's/Seller's Representative Date

DOCUMENT NUMBER

(Continued from page 26198)

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council heretofore approved the sale to Cajack, Incorporates, doing business as Mar-Sal Cut-rate Liquor, 601 South Sacramento Boulevard, Chicago, Illinois, the property commonly known as follows:

Lot 2 and the west 50.75 feet of Lot 3 (except the south 33 feet of all said premises) in Block 4 in Clarke's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 609 -- 627 South Sacramento Boulevard/2946 -- 2958 West Flournoy Street)

;and

WHEREAS, Cajack, Incorporates, doing business as Mar-Sal Cut-rate Liquor, did not comply with the Offer to Purchase procedure on closing. They did not close properly and have forfeited their deposit \$4,500.00 to the City of Chicago, Real Property Section, Department of General Services; now, therefore,

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

SECTION 1. The ordinance adopted by this body on July 13, 1988, page 15193, of the City Council Journal approving the sale to Cajack, Incorporates, doing business as Mar-Sal Cut-rate Liquor, of said above property located at 609 -- 627 South Sacramento/2946 -- 2958 West Flournoy Street, be hereby repealed.

SECTION 2. The Real Property Section, Department of General Services, is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

REPEAL OF ORDINANCE WHICH AUTHORIZED SALE OF  
PROPERTY AT 6107 -- 6109 SOUTH KENWOOD  
AVENUE TO FIRST MOUNT CALVARY  
MISSIONARY BAPTIST CHURCH.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to repeal an ordinance which authorized the sale of property located at 6107 -- 6109 South Kenwood Avenue to the First Mount Calvary Missionary Baptist Church.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council heretofore approved the sale to First Mount Calvary M. B. Church, 6111 South Kenwood Avenue, Chicago, Illinois, the property commonly known as follows:

Lot 23 in Block 1 in O. R. Keith's Subdivision of southwest quarter of the southeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, (excepting from said premises, that part of Lot 23 upon which the building or improvements built and erected on the adjoining Lot 24 encroaches, being a strip on the north side of Lot 23 aforesaid, 31 feet long and 1-1/2 inches wide, as described in deed from Elizabeth Hackel and Vinzens A. Hackel, her husband, to Nellie O'Conner dated January 30, 1913 and recorded February 5, 1913 as Document No. 5125204) in Cook County, Illinois (commonly known as 6107 -- 6109 South Kenwood Avenue).

; and

WHEREAS, First Mount Calvary M. B. Church, did not comply with the Offer to Purchase procedure on closing. They did not close properly and have forfeited their deposit of \$350.00 to the City of Chicago, Real Property Section, Department of General Services; now, therefore,

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

SECTION 1. The ordinance adopted by this body on April 27, 1988, page 12697, of the City Council Journal approving the sale to First Mount Calvary M. B. Church of said above property located at 6107 -- 6109 South Kenwood Avenue be hereby repealed.

SECTION 2. The Real Property Section, Department of General Services, is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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REPEAL OF ORDINANCE WHICH APPROVED SALE OF PROPERTIES  
AT 4530 AND 4538 SOUTH LAKE PARK AVENUE  
TO KENWOOD-OAKLAND COMMUNITY  
DEVELOPMENT CORPORATION.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to repeal an ordinance which approved the sale of city-owned properties located at 4530 and 4538 South Lake Park Avenue to Kenwood-Oakland Community Development Corporation.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council heretofore approved the sale to Kenwood- Oakland Community Development Corporation, 1236 East 46th Street, Chicago, Illinois, the following property commonly known as:

R.E. 1134

Address: 4530 South Lake Park  
Avenue

Permanent Tax No. 20-02-402-036

Description

The south 7-1/4 feet of Lot 1 (measured on the east line of said lot) all of Lot 2 and the north half of Lot 3 in F. W. Farwell and Other Subdivision of part of the south three-fifths of Lot 9 in Lyman's Subdivision of the southeast fractional quarter lying West of the Illinois Central Railroad in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois:

R.E. 5938

Address: 4538 South Lake Park Avenue

Permanent Tax No. 20-02-402-039

Description

Lot 3 in Bliss' Subdivision of the south half of Lot 3 and all of Lot 4 in Farwell and Others' Subdivision of part of the south three-fifths of Lot 9 in Lyman's Subdivision of that part lying West of the Illinois Central Railroad of the southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

; now, therefore,

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

SECTION 1. The ordinance adopted by this body on September 12, 1986, pages 33871 through 33874 of the Council Journal approving the sale to Kenwood-Oakland Community Development Corporation, of said above properties. The Development does not need these parcels therefore the City of Chicago is repealing the ordinance.

SECTION 2. The Real Property Section, Department of General Services, is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon its passage and approval.

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AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED  
VACANT PROPERTY LOCATED AT 1115 -- 1119 SOUTH  
INDEPENDENCE BOULEVARD/3722 -- 3726  
WEST GRENSHAW STREET.

The Committee on Land Acquisition, Disposition and Leases submitted a report

recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of General Services to advertise for sale the city-owned vacant property located at 1115 -- 1119 South Independence Boulevard/3722 -- 3726 West Grenshaw Street.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 16, 17 and 18 in Edward Casey's Addition to Chicago, a subdivision of the south 6 acres of the south half of the west half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian (now known as Independence Boulevard) in Cook County, Illinois (commonly known as 1115 -- 1119 South Independence Boulevard/3722 -- 3726 West Grenshaw Street, Permanent Tax No. 16-14-325-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section, which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

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EXECUTION OF LEASE AGREEMENT AT 7626 SOUTH RACINE  
AVENUE FOR DEPARTMENT OF POLICE/BEAT  
REPRESENTATIVE PROGRAM.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement for office space at 7626 South Racine Avenue for use by the Department of Police/Beat Representative Program.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from the American National Bank and Trust Company of Chicago, not personally, but as Land Trustee for Trust Number 63140, dated December 17, 1984, as Lessor, for approximately 1,200 square feet of ground floor office space located at 7626 South Racine Avenue for use by the Department of Police/Beat Representative Program and to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 26209  
of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:



*Rider.*

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Bureau of Assets Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand One Hundred Fifty and no/100 Dollars (\$1,150.00) per month for the period beginning on the 1st day of November, 1988 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of October, 1990;

One Thousand One Hundred Eighty-four and no/100 Dollars (\$1,184.00) per month for the period beginning on the 1st day of November, 1990 and ending on the 31st day of October, 1991;

One Thousand Two Hundred Thirty-two and no/100 Dollars (\$1,232.00) per month for the period beginning on the 1st day of November, 1991 and ending on the 31st day of October, 1992;

One Thousand Two Hundred Eighty-one and no/100 Dollars (\$1,281.00) per month for the period beginning on the 1st day of November, 1992 and ending on the 31st day of October, 1993.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Urban Services Realty, 2325 East 75th Street, Chicago, Illinois 60649.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

One handicapped bathroom.

Repair or install drop ceiling.

Provide and install carpeting.

Install 2 foot by 4 foot lay-in light fixtures in drop ceiling and install new bulbs.

Install drywall partitions.

Paint entire premises.

Install H.V.A.C. and electrical outlets where necessary.

Provide and pay for heat, maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of the building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of the said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lots which immediately abut said demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year

during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered for outlets and air conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Additional clauses to be included in lease:

In the event the Lessor fails to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure. The Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of substantial breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver by Lessee of any subsequent breach caused by the Lessor or of any right thereby.

LEASE-Short Form Lease No. 12037 Form C. O. No. 18 City of Chicago

This Agreement, Made this... day of... A. D. 19... between American National Bank and Trust Company of Chicago not personally, but as Land Trustee for Trust No. 63140, dated December 17, 1984... as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,200 square feet of ground floor office space located at 7626 South Racine for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November of date of occupation A. D. 1988, and ending on the 31st day of October A. D. 1993. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice anytime after twenty-four months from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by making a copy thereof to the Lessor at LSM Venture Associates, Attn: Rhonda S. Andrews, 2325 East 71st Street, Chicago, IL 60649 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made a Part Hereof.

Payment Provisions See Rider Attached Hereto And Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assets Manager, Real Estate Assets

By: American National Bank and Trust Company of Chicago not personally, but as Land Trustee for Trust No. 63140, dated December 17, 1984.

Approved: Superintendent, Department of Police

By: Commissioner, Department of General Services

RENEWAL OF LEASE AGREEMENT AT 11250 SOUTH HALSTED  
STREET FOR DEPARTMENT OF HEALTH.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the renewal of a lease agreement for office space at 11250 South Halsted Street for use by the Department of Health.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Department of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Mary Anne Mills, sole owner, as lessor, for approximately 4,100 square feet of office space and approximately 7,025 square feet of parking space at 11250 South Halsted Street, to be used by the Department of Health, as Lessee, such leases to be approved by the Commissioner of the Department of Health, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 26214 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

*Rider.*

#### Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Supervisor of Leasing, Bureau of Assets Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

#### Legal Description Of Parking Lot.

Lot 31 (except the north 30 feet thereof), all of Lot 32 and the north 10 feet of Lot 33 in Block 12 in First Addition to Sheldon Heights West, a subdivision in the east half of the northeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

#### Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rental rate of:

Two Thousand Four Hundred Fifty-three and 82/100 Dollars (\$2,453.82) per month for the period beginning on the 1st day of November, 1988 and ending on the 31st day of October, 1989;

Two Thousand Five Hundred Seventy-six and 51/100 Dollars (\$2,576.51) per month for the period beginning on the 1st day of November, 1989 and ending on the 31st day of October, 1990.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Mary Ann Mills, 1802 Preston Street, Rockford, Illinois 61102.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Paint entire premises and plaster where necessary.

Provide and pay for window washing on a semi-annual basis.

Repair and maintain parking lot adjacent to building when necessary.

Comply with all applicable fire prevention provisions contained in city ordinances and/or state statutes.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning unit and maintain the same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Replace any broken glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastebaskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for exterminator service when necessary.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after the Lessee has notified the Lessor by written notice of such failure. The Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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EXECUTION OF LEASE AGREEMENT WITH UNITED STATES  
DEPARTMENT OF THE ARMY FOR PARKING  
FACILITIES AT 9140 SOUTH  
EXCHANGE AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement with the United States Department of the Army for use of a parking facility located at 9140 South Exchange Avenue.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

(Continued on page 26215)



LEASE--Short Form Lease No. 10014

Form C. O. No. 18

City of Chicago

This Agreement,

Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_ between Mary Anne Mills (sole owner) \_\_\_\_\_ as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,100 square feet of office space located at 11250 S. Balsted Street by the Department of Health, also, approximately 7,025 square feet of vacant land adjacent to said building to be used exclusively by the Department of Health for parking purposes.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1988, and ending on the 31st day of October A. D. 1990. Lessee has the right to terminate this lease upon thirty (30) days prior written notice at the address cited herein anytime after twelve (12) months from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mary Anne Mills, 1802 Preston St., Rockford, IL 61102 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification See Rider Attached Hereto Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: \_\_\_\_\_ Assets Manager, \_\_\_\_\_

By: Mary Anne Mills, Sole Owner

Approved: \_\_\_\_\_ Commissioner, Department of Health

By: \_\_\_\_\_ Commissioner, Department of General Services

(Continued from page 26213)

*Yeas* -- Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 46.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, as Lessor, outdoor parking space for twelve (12) vehicles requiring approximately 240 square feet per vehicle located at 9140 South Exchange Avenue, for use by the Department of the Army, as Lessee, such lease to be approved by the Commissioner of the Department of Public Works and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement immediately follows Section 2  
of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease agreement attached to this ordinance reads as follows:

*Department Of The Army*

*Corps Of Engineers.*

Lease No. 20050

Successor to Lease No. DACA27-5-85-0613

AF -- Elwood

N -- Glenview

MC -- Chicago

A -- Fort Sheridan

Lease No. DA CA27-5-88-633 Civ. Eng. Ohio River Division Louisville District.

*Land Lease*

*Between*

*City Of Chicago*

*And*

*The United States Of America.*

1. This Lease, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_ by and between City of Chicago (a municipal corporation) whose address is 510 North Peshtigo Court, Floor 3B, Chicago, Illinois 60611-4321 and whose interest in the property hereinafter described is that of Owner for itself, its heirs, executors, administrators, successors, and assigns, hereinafter called Lessor, and The United States of America, hereinafter called the Government:

*Witnesseth:* The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises viz:

Outdoor parking space with 24 hour access for twelve (12) U. S. Government vehicles requiring approximately 240 square feet of space per each vehicle, all located in an area designated by Lessor, totaling 2,880 square feet, more or less, all located at 9140 South Exchange Avenue, Parking Facility Number 48, City of Chicago, County of Cook, State of Illinois, and being the same property conveyed to Lessor by Deed dated November 30, 1957 recorded in Deed Book 55773, page No. 507, in the Public Records of the aforementioned county.

to be used for the following purpose: Parking for 12 U. S. Government Vehicles (5 Army, 3 Marine Corps, 3 Navy and 1 Air Force).

3. To Have And Hold the said premises for the term beginning 1 January 1988 through 31 December 1988 provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond 31 December 1991.

4. The Government shall pay the Lessor rent at the following rate: Two Thousand, Five Hundred Ninety-two and no/100 Dollars (\$2,592.00) per year at the rate of \$216.00 per month. Rent for a lesser period shall be prorated.

Payment shall be made at the end of each month by the Finance & Accounting Center, P.O. Box 27168, Madisonville Station, Cincinnati, Ohio 43227. Rent checks shall be made payable to: The City Collector, Bureau of Parking, 510 North Peshtigo Court, Floor 3B, Chicago, Illinois 60611-4321.

5. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Lessor may terminate this lease by giving 30 days written notice to the Government.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at 510 North Peshtigo Court, Floor 3B, Chicago, Illinois 60611-4321, Bureau of Parking (for additional notification provisions, see Exhibit A) and if given by the Lessor shall be addressed to District Engineer, Louisville District, Corps of Engineers, Attention: CEORL- RE, P.O. Box 59, Louisville, Kentucky 40201-0059.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

9. No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

11. The Lessor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease. The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to procurement authority number quoted below, the available balance of which is sufficient to cover cost of same:

2182020 08-7618 P871996.AA 2329 S33017 QE8312801930018 (JL)

In Witness Whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

Tax I.D. No.: 36-246-3124

\_\_\_\_\_

\_\_\_\_\_

See Exhibit A (Seal)  
Lessor

The United States Of America,

By: \_\_\_\_\_  
WENDELL W. WILKINSON,  
Chief, Real Estate Division.

(If Lessor is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary.)

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Lessor in the attached lease; that  
\_\_\_\_\_ who signed said lease on behalf of the Lessor, was then  
\_\_\_\_\_ of said corporation; that said lease was duly signed for  
and in behalf of said corporation by authority of its governing body, and is within the scope  
of its corporate powers.

\_\_\_\_\_  
See Exhibit A \_\_\_\_\_ (Corporate Seal)

Exhibit "A" attached to this lease agreement reads as follows:

*Exhibit "A".*

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Supervisor of Leasing, Bureau of Assets Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

[Signature forms omitted for printing purposes.]

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*Action Deferred* -- ACCEPTANCE OF BID FOR PURCHASE OF  
CITY-OWNED VACANT PROPERTY LOCATED AT  
1300 NORTH LEAVITT STREET/2210 -- 2212  
WEST POTOMAC AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted the following ordinance which was, on motion of Alderman Banks and Alderman Gutierrez, *Deferred* and ordered published:

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

SECTION 1. The City of Chicago hereby accepts the bid of Ralph Martinez, c/o Ambar Construction Company, 3335 West Fullerton Avenue, Chicago, Illinois 60647, to purchase for the sum of \$11,100.00, the city-owned vacant property previously advertised, pursuant to Council ordinance passed April 27, 1988, page 12680 described as follows:

Lot 24 in Warner's Subdivision of Block 9 in Watson, Tower & Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1300 North Leavitt Street/2210 -- 2212 West Potomac Avenue, Permanent Tax No. 17-06-117-047).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,100.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*Action Deferred* -- ACCEPTANCE OF BID FOR PURCHASE OF  
CITY-OWNED VACANT PROPERTY LOCATED AT  
1307 NORTH OAKLEY BOULEVARD.

The Committee on Land Acquisition, Disposition and Leases submitted the following ordinance which was, on motion of Alderman Banks and Alderman Gutierrez, *Deferred* and ordered published:

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

SECTION 1. The City of Chicago hereby accepts the bid of Richard Pietrzyk, 1433 North Oakley Boulevard, Chicago, Illinois 60622, to purchase for the sum of \$9,750.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed February 10, 1988, page 10428 described as follows:

Lot 27 in Hubbard's Subdivision in Block 10 in Watson, Towers and Davis' Subdivision of the west half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1307 North Oakley Boulevard, Permanent Tax No. 17-06-116-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$975.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.



**JOINT COMMITTEE  
COMMITTEE ON FINANCE.  
COMMITTEE ON AVIATION.**

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*Action Deferred* -- EXECUTION OF GROUND LEASE WITH  
O'HARE TECH CENTER ASSOCIATES FOR SITE 19  
AT CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

A Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Aviation submitted the following report which was, on motion of Alderman Natarus and Alderman Cullerton, *Deferred* and ordered published:

CHICAGO, March 23, 1989.

*To the President and Members of the City Council:*

Your Committee on Finance and Committee on Aviation, having had under consideration an ordinance authorizing the execution of a ground lease between the City of Chicago and the O'Hare Tech Center Associates relating to Site 19 at Chicago O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) BURTON F. NATARUS,  
*Committee on Finance,*  
*Chairman.*

(Signed) THOMAS W. CULLERTON,  
*Committee on Aviation,*  
*Chairman.*

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

WHEREAS, The City of Chicago (the "City") owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

WHEREAS, The City is a home rule municipality of the State of Illinois (the "State"); and

WHEREAS, The City issued on or about February 17, 1988, a request for proposals from developers with interests in pursuing the development of a parcel of land at Chicago-O'Hare International Airport--Site 19 ("R.F.P."); and

WHEREAS, O'Hare Tech Center Associates ("Associates"), a joint venture created under the laws of the State, was one of two respondents submitting proposals to the R.F.P.; and

WHEREAS, Upon review of the proposals submitted in response to the R.F.P., it was determined that the proposal of Associates best addressed the requirements of the City as enumerated in the development framework and selection guidelines set forth in the R.F.P. and best served the interests of the City in permitting private development of vacant underutilized land at the Airport; and

WHEREAS, Associates has been selected to develop an office and technical center project on Site 19; and

WHEREAS, The R.F.P. contemplated the negotiation of a lease between the City as landlord, and the selected developer, as tenant (the "Ground Lease"); and

WHEREAS, City and Developer have negotiated the terms of the Ground Lease; now, therefore,

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

SECTION 1. The City Council makes the findings and determinations set forth in the preamble to this ordinance.

SECTION 2. The City Council has reviewed and hereby approves the Ground Lease between the City and Associates substantially in the form attached hereto and made a part hereof.

SECTION 3. The Acting Mayor of the City of Chicago is hereby authorized to execute the Ground Lease on behalf of the City, subject to approval of the Ground Lease by the Corporation Counsel as to form and legality, and to execute all documents and take all actions which may be necessary to effectuate the terms of said Ground Lease.

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

Ground Lease attached to this ordinance reads as follows:

*Ground Lease.*

This Lease is executed and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 1989 (the "Commencement Date") by and between the City of Chicago, a body corporate and politic ("Landlord") as landlord, and O'Hare Tech Center Associates, a joint venture formed under the laws of the State of Illinois ("Tenant") as tenant.

*Preliminary Statement.*

Whereas, Landlord is the owner of the real estate (the "Land") described on Exhibit A attached hereto and made a part hereof, situated at O'Hare International Airport ("Airport"); and

Whereas, Landlord desires by this Lease the Land, together with all appurtenances thereto and improvements thereon (the "Premises") to Tenant for the purposes herein stated and subject to the terms and conditions herein contained.

*Terms, Covenants, And Conditions.*

Now, therefore, in consideration of the foregoing premises, and the terms, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

*Article 1.*

*Definitions And Interpretations.*

1.01 Definitions.

As used in this Lease, the following words and phrases shall have the meanings set forth below:

Affirmative Action Policy and Plan -- as defined in Article 23.

Airport -- as defined in the Preliminary Statement.

Alteration -- as defined in Section 7.09.

Base Rent -- as defined in Section 3.01.

Base Rent Multiplier -- as defined in Section 3.01.

Commencement Date -- the date of this Lease as shown on page 1 hereof.

Condemnation Proceedings -- as defined in Section 15.01.

Construction Commencement Date -- as defined in Section 6.01(A).

Costs of Construction -- shall mean all costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, loan fees, interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials incorporated into the Project, costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds used in constructing the Project, title insurance premiums and charges, architects' fees, surveyors' fees, reasonable attorneys' fees, permit fees, reasonable construction manager's fees, heat, electricity, fuel, and insurance costs, brokers' and leasing commissions, marketing costs.

Default Rate -- shall mean the rate of interest charged from time to time by the First National Bank of Chicago as its so called "prime rate" to its most creditworthy customers, plus two percent (2%).

Event of Default -- as defined in Section 14.01.

Force Majeure -- shall mean delays caused by material damage or destruction by fire or other casualty, strike, delay in transportation of a required material, shortage of a required material, unusually adverse weather condition such as, without limitation, severe rain storm or storms, below freezing temperatures of abnormal degree or quantity for an abnormal duration, unknown underground obstructions and also including, but not limited to, tornadoes and cyclones, war, civil strife and other like or similar event or condition, beyond the reasonable control of the Tenant.

Imposition -- as defined in Section 4.01.

Infrastructure Improvements -- shall include all site improvements, including, without limitation, roads, water, sewer, electrical and other utility lines and facilities and related service facilities necessary to support development of the entire Premises, all as set forth on plans and specifications therefore to be approved by Landlord.

Land -- as defined in the Preliminary Statement.

Landlord -- the owner from time to time of the fee simple title to the Land.

Lease Year -- as defined in Section 2.02.

Leasehold Mortgage -- as defined in Section 12.02.

Leasehold Mortgagee -- as defined in Section 12.03(F).

Loss Period -- as defined in Section 11.08(C).

Net Cash Flow -- as defined in Section 3.03.

Non-Curable Default -- as defined in Section 12.08

Permitted Exceptions -- as defined in Section 2.01.

Phase 1 -- as defined in Exhibit C.

Phase 1 Parcel -- as defined in Section 3.01.

Phase 2 -- as defined in Exhibit C.

Phase 2 Parcel -- as defined in Section 3.01.

Phase 3 -- as defined in Exhibit C.

Phase 3 Parcel -- as defined in Section 3.01.

Phase 4 -- as defined in Exhibit C.

Phase 4 Parcel -- as defined in Section 3.01.

Plans -- as defined in Section 6.01(B).

Percentage Rent -- as defined in Section 3.03.

Premises -- as defined in the Preliminary Statement.

Project -- as defined in Section 6.01.

Proposal -- shall mean the written Proposal of Tenant submitted in response to the Landlord's Request for Proposals for the Development of Site 19 dated February 17, 1988 (City of Chicago Specification No. 70-88-2421).

Rent -- unless the context specifically otherwise requires, "rent" shall include Base Rent, Impositions, Percentage Rent and any other amount for which Tenant is obligated under this Lease.

Space Leases -- as defined in Section 12.16.

Space Tenants -- as defined in Section 12.16.

Substantial Alteration -- as defined in Section 8.10.

Substantial Completion/Substantially Complete -- as defined in Section 6.01(H).

Term -- as defined in Section 2.01.

#### 1.02 Construing Various Words And Phrases.

Wherever this Lease provides that a party may perform an act to do anything, it shall be construed that that party may, but shall not be obligated to, so perform or so do. The following words and phrases shall be construed as follows: (a) "At any time" shall be construed as "at any time or from time to time"; (ii) "any" shall be construed as "any and all"; (iii) "including" shall be construed as "including but not limited to"; (iv) "will" and "shall" shall each be construed as mandatory; (v) "herein", "hereof", "hereunder", "hereinafter" and words of similar import shall refer to this Lease as a whole and not to any particular section or subsection. Except as otherwise specifically indicated, all references to article, section and subsection numbers or letters shall refer to articles, sections and subsections of this Lease and all references to exhibits refer to the exhibits attached to the Lease. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require. Captions and the index are used in this Lease for convenience only and shall not be used to construe the meaning of any part of this Lease.

#### *Article 2.*

#### *Premises.*

#### 2.01 Demise Of Premises.

Landlord, in consideration of the Rent reserved under this Lease and of the agreements and covenants of Tenant under this Lease, hereby leases to Tenant, subject to the matters ("Permitted Exceptions") set forth in Exhibit B attached hereto and made a part hereof, the Premises, on the terms and subject to the limitations and conditions expressed in this Lease. The term of this Lease ("Term") shall commence on the Commencement Date and terminate on the thirtieth (30th) anniversary of the Commencement Date (unless terminated sooner or extended as provided in this Lease) on the condition that Tenant shall pay Rent, comply with the terms, covenants and conditions, and yield possession, all as set forth in this Lease.

#### 2.02 Condition Of Premises.

Tenant acknowledges that it has inspected the Premises and is aware of the condition of the Premises, that the Landlord demises the Premises to Tenant in "as is" condition and that Landlord has made no representations, or warranties regarding the condition of the Premises or of its suitability for Tenant's proposed use. All site preparation, including without limitation, earthwork, the extension of utilities, water retention or detention and relocation of Crystal Creek, for the Premises will be performed by Tenant at its expense. Any necessary or appropriate environmental testing or processing for the Premises and any necessary improvements necessary to remediate environmental risks shall be the responsibility of Tenant.

### 2.03 Lease Year.

The term "Lease Year" shall mean each consecutive twelve (12) month period during the Term hereof beginning with the Commencement Date. The first Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall begin on the anniversary date of the first Lease Year.

## *Article 3.*

### *Base Rent.*

#### 3.01 Base Rent.

In consideration of the leasing of the Premises to Tenant, Tenant shall pay Landlord the net basic rent ("Base Rent") of thirty cents (\$.30), subject to adjustment as provided in Section 3.02 (the "Base Rent Multiplier"), per square foot per year of the Premises as hereinafter provided.

For purposes of this Section 3.01 the Premises shall be deemed to constitute four (4) parcels of land, identified respectively as the "Phase 1 Parcel", the "Phase 2 Parcel", the "Phase 3 Parcel" and the "Phase 4 Parcel", and legally described on Exhibit A-1 attached hereto and made a part hereof. Base Rent shall be computed and be payable as follows:

As of the Phase 1 Construction Commencement Date, annual Base Rent shall be computed by multiplying the Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel.

As of the earlier to occur of the actual commencement of construction of Phase 2 or the first anniversary of the Phase 1 Construction Commencement Date, annual Base Rent shall be computed by multiplying the then current Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel and the Phase 2 Parcel.

As of the earlier to occur of the actual commencement of construction of Phase 3 or the second anniversary of the Phase 1 Construction Commencement Date, Base Rent shall be computed by multiplying the then current Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel, the Phase 2 Parcel and the Phase 3 Parcel.

As of the earlier to occur of the actual commencement of construction of Phase 4 or the third anniversary of the Phase 1 Construction Commencement Date, Base Rent shall be computed by multiplying the then current Base Rent Multiplier by the total number of square feet of land area of the Phase 1 Parcel, the Phase 2 Parcel, the Phase 3 Parcel and the Phase 4 Parcel.

Base Rent shall be adjusted on a pro rata basis for any partial Lease Year in which any Parcel is included in the computation of Base Rent. Notwithstanding the foregoing, if Tenant commences construction (other than construction of the Infrastructure Improvements) on the Phase 1 Parcel, the Phase 2 Parcel, the Phase 3 Parcel or the Phase 4 Parcel (or any part thereof) prior to the Construction Commencement Date for such Phase as set forth in Section 6.01 hereof, the land area of such Parcel shall be as of the date of the commencement of construction thereon included in the computation of Base Rent, subject to any necessary pro rata adjustment for the then current Lease Year. Base Rent shall be payable in equal monthly installments, each in advance, beginning on the Phase 1 Construction Commencement Date and continuing on the same day of each succeeding month during the Term.

### 3.02 Adjustments To Base Rent.

Notwithstanding anything to the contrary contained in Section 3.01, from and after the first anniversary of the Commencement Date, and on each succeeding anniversary of such date during the Term, the then current annual Base Rent Multiplier shall be increased by an amount equal to three percent (3%) of the then applicable Base Rent Multiplier (as may have been previously adjusted).

### 3.03 Percentage Rent.

In addition to the Base Rent, Tenant agrees to pay Landlord as additional rent (the "Percentage Rent") an amount per annum equal to ten percent (10%) of the Net Cash Flow (as hereinafter defined) generated by the Premises and the Project. "Net Cash Flow" shall mean all income, rents, issues, profits, insurance and condemnation proceeds, proceeds of a permitted sale or refinancing or other revenue of whatever kind produced or generated by the Premises or the Project, less ordinary operation and maintenance expenses of the Project actually paid by the Tenant and not reimbursed, real estate taxes, insurance costs, the reasonable amortized (over a period of not less than fifteen (15) years) cost of capital repairs or replacements (as distinguished from new construction), tenant lease commissions, reasonable employee salaries and benefits, employment taxes for employees



of Tenant at the Premises, a reasonable management fee comparable to management fees paid to non-affiliated managers of facilities of like size and type in the greater Chicagoland area, reasonable reserves as are typically maintained for projects of this type, and debt service payments on mortgage indebtedness incurred to finance the necessary costs of construction of the Project or any phase thereof. Payments of Percentage Rent shall be made quarterly and shall be due and payable within forty-five (45) days of the close of each quarter of each calendar year from and after the Commencement Date. Payments of Percentage Rent shall be accompanied by a detailed quarterly financial statement showing income and expenses of the Premises for the quarter for which such payment is made and signed and certified by the chief financial officer of Tenant. In addition to the quarterly financial statements, Tenant shall, within one hundred twenty (120) days after the end of each calendar year, deliver to Landlord an annual unaudited financial statement reflecting income and expenses of the Premises for the immediately preceding calendar year prepared by an independent certified public accounting firm. Quarterly payments of Percentage Rent shall be estimates, based on the quarterly financial statements prepared by Tenant. The actual amount of Percentage Rent payable with respect to each calendar year shall be based on the annual financial statement prepared by an independent certified public accounting firm. If the annual statement reflects an overpayment of Percentage Rent to Landlord during such calendar year, the amount of such overpayment shall be offset against the next quarterly payment of Percentage Rent payable by Tenant to Landlord, but if such annual statement shall reflect an underpayment of Percentage Rent to Landlord during the applicable calendar year, the amount of such deficiency shall be promptly paid to Landlord in cash.

#### 3.04 Books And Records.

Tenant shall keep full and accurate accounts, records and books of all rents, income, receipts, revenues, issues and profits received from the Premises and all expenses, costs and expenditures of the Premises and other information necessary or pertinent to determine the amount of Net Cash Flow, including any records prepared for electronic data processing and all records prepared as a result of such processing, all of which shall be kept by Tenant at its local office or at the management office for the Premises for at least two (2) years after each annual financial statement has been delivered to Lessor.

#### 3.05 Access To Books And Records.

Landlord shall have the right at reasonable times and with twenty-four (24) hours advance notice to inspect the books, papers and records of Tenant relating to the Premises or the Project and to make copies thereof. If, upon any such inspection, it is found that an error has occurred with respect to the amount of Percentage Rent paid or payable, then the parties hereto shall adjust any difference that may so arise by an appropriate payment. The inspection on behalf of Landlord may be made by an officer, employee or other designee of Landlord.

### 3.06 Relationship Of Parties.

It is hereby mutually agreed that Landlord shall not, as a result of the rights granted herein to receive Percentage Rent, be considered as a co-owner, co-partner or co-venturer with the Tenant in the Premises or the Project.

### 3.07 Payments; Interest.

Payments of Rent (including adjustments pursuant to Section 3.02) shall be timely made by Tenant, without notice or demand and without deduction, discount or abatement, in lawful money of the United States, at the office of Landlord specified in Article 21, or otherwise, as Landlord may, from time to time designate in writing. Each and every installment of Rent accruing under the provisions of this Lease which shall not be paid when due shall bear interest at the rate per annum which is the lower of (a) the highest rate permitted by law or (b) the Default Rate, from the date when the same is due until the same shall be paid. All other sums becoming due or payable to Landlord under this Lease, including, without limitation, all monies expended by Landlord pursuant to this Lease or on account of any default by Tenant in the performance or observance of any of the covenants and agreements contained in this Lease shall likewise bear interest from the respective dates when the same shall be advanced or paid by Landlord, or otherwise due to Landlord, at the rate per annum which is the lower of (a) the highest rate permitted by law or (b) the Default Rate, until the same shall be paid by Tenant to Landlord. All sums so advanced or paid by Landlord shall become so much additional rental under the terms of this Lease, due and payable on the date of such advance or payment.

### 3.08 Rent Absolute.

Tenant covenants and agrees that the Rent specified in this Article 3 (as adjusted pursuant to Section 3.02) shall be absolutely net to Landlord, to the end that this Lease shall yield net to Landlord the entire Rent, and so that all costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations relating to the Premises which may arise or become due during the Term (other than Landlord's legal fees not otherwise covered by this Lease) shall be paid or discharged or caused to be discharged by Tenant as so much additional rental, and Tenant covenants and agrees that Landlord shall be indemnified and saved harmless by Tenant from and against all such costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations.

*Article 4.*

*Taxes And Assessments.*

4.01 Payment Of Impositions.

Tenant shall pay, as additional rent for the Premises, all taxes, assessments and levies, general and special including special assessments, ordinary and extraordinary, foreseen or unforeseen of every name, nature and kind whatsoever, including water rates or rents, sewer rates or rents, excises, licenses and permit fees, (the foregoing are collectively referred to as "Impositions") which Impositions are attributable to Tenant or made necessary by the Project or which at any time during the term of this Lease are taxed, charged, assessed, levied or imposed upon the fee or upon the leasehold estate hereby created or upon the reversionary estate in the Premises or upon any other property, equipment or facility used in the operation or maintenance of the Premises and any improvements located thereon. Tenant shall pay all Impositions before they shall respectively become delinquent. Tenant shall obtain and deliver to Landlord original or duplicate tax receipts for the payment of all Impositions required to be paid by Tenant, and all such Impositions shall be paid in the name of Landlord or Tenant as reflected on any statement or bill therefore.

4.02 Excluded Taxes.

Nothing herein contained shall be construed to require Tenant, to pay any franchise, inheritance, estate, succession or similar tax (by whatever taxing authority assessed or levied) on Landlord or any income or excess profits tax assessed, levied or imposed by any taxing authority upon or in respect to the income of Landlord. In the event the method or scheme of taxation prevailing at the date of this Lease shall at any time hereafter during the Term be changed so that tax on rentals or any part thereof received by Landlord is a substitute in whole or in part for any of said Impositions, then all of such taxes so substituted shall be, to the extent permitted by law, deemed to be substituted Impositions which Tenant agrees to pay as so much additional rent when the same become due and payable. If the amount or rate of any such substitute tax is levied against the income of Landlord and would be increased by reason of any other income received or property owned by Landlord, then Tenant shall be obligated to pay only such substituted Impositions as Landlord would be obligated to pay in case it derived no income from any source other than the Premises, and owned no property other than the Premises.

4.03 Contested Impositions.

All other provisions of this Lease to the contrary notwithstanding, Tenant shall not be required to pay, discharge or remove any Impositions upon or against the Premises so long as Tenant shall in good faith and with due diligence contest the amount or validity of the Imposition by appropriate legal proceedings which shall have the effect of preventing the collection of the Imposition so contested and the sale or forfeiture of the Premises or any

improvements thereon or any interest therein to satisfy such Imposition. In addition, during any such contest, Tenant shall deposit with Landlord a surety bond, cash or securities, approved by Landlord in an amount sufficient to pay the amount of the contested Imposition, together with such interest, penalties and other charges as are reasonably estimated by Landlord. The surety bond, cash or securities so deposited shall be held by Landlord until the Premises and any improvements thereon shall have been released and discharged from any such Imposition, and shall thereupon be returned to Tenant, less the amount of any loss, cost, damage and reasonable expense that Landlord may sustain in connection with the contested Imposition. If Tenant shall fail to prosecute such contest with due diligence, or fail to maintain adequate security as above provided, or if Tenant is otherwise in default under any of the provisions of this Lease (including without limitation any default by Tenant from its failure to save and protect the Premises from any sale or forfeiture) Landlord may call the surety bond or use cash or securities so deposited to pay the contested Imposition or cure any such default of Tenant.

#### 4.04 Installment Payments.

If under applicable law any Impositions may at the option of the taxpayer be paid in installments, Tenant may elect to pay such Imposition in installments as the same from *time to time become due under applicable law, together with such interest as may accrue thereon as the result of such installment payment.* Nevertheless, if any such installments become due and are payable after the expiration of the Term, Tenant at Tenant's option shall either pay all such installments and accrued interest becoming due after the expiration of this Lease not later than the date for the payment of the last installment of the Base Rent, or shall then deposit with Landlord such cash or securities satisfactory to Landlord sufficient to pay such installments (and interest then or thereafter accruing thereon) as and when the same become due.

#### 4.05 Prorations At Expiration Of Term.

Any Impositions (other than Impositions payable in installments as referred to in Section 4.04 or which are assessed against the Tenant's leasehold estate) relating to a fiscal or taxing period of the public authority imposing the Imposition which falls partly within the Term and partly after the expiration of the Term, shall be considered as accruing from day to day during such fiscal or taxing period so that the amount thereof shall be adjusted and prorated between Landlord and Tenant as of the expiration of the Term. Tenant shall pay into an escrow at Chicago Title and Trust Company, 111 West Washington Street, Chicago, Illinois or such other escrowee as Landlord and Tenant may jointly select, an amount sufficient to pay that portion of such Imposition which accrued during the Term. The terms of said escrow shall be subject to review and approval by Landlord. Landlord shall be obligated for and shall pay that portion of such Imposition which relates to the period after the expiration of the Term. For the purposes of this Section 4.05, if any Imposition subject to adjustment and proration as herein provided has not yet become due and payable or the rate or amount thereof has not become fixed at the expiration of the Term, then the estimated amount of the Imposition for the purposes of calculating the

forementioned escrow deposit shall be based upon 120% of the amount or rate of the same relevant Imposition for the immediately preceding fiscal or taxing period of the public authority.

#### 4.06 Recovery Of Taxes Paid Under Protest.

It is further agreed that should Tenant desire to institute suit to recover any Imposition paid by Tenant under protest in Landlord's or Tenant's name, Tenant shall have the right at its own expense, to institute and prosecute such suit or suits, in the name of Landlord or Tenant provided that Landlord shall be provided with advance notice of any such proposed suit or suits. In such event, Tenant covenants and agrees to indemnify and defend Landlord and to save Landlord harmless from and against any cost, charge or liability in connection with any such suit. All funds recovered as a result of any such suit shall belong to Tenant provided Tenant shall not then be in default hereunder. If Tenant shall be in default, then such funds recovered (net of the reasonable expenses of recovery including reasonable attorney's fees) as a result of any such suit shall be paid to Landlord to the extent necessary to pay or reduce any indebtedness or obligations of Tenant to Landlord.

#### 4.07 Evidence Of Payment.

The certificate or bill or notice of the appropriate public officer or public authority of the levying of any Imposition or of the payment or nonpayment thereof may be relied upon by Landlord as sufficient evidence that such Imposition has been made and is due or unpaid at the time of the issuance of such certificate, bill or notice. Tenant shall furnish Landlord, within 30 days after the date when any Imposition would become delinquent, receipts of the appropriate taxing or other authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of the Impositions.

#### 4.08 Separate Assessment.

Upon the execution of this Lease, Tenant shall promptly file a petition to have the Premises separately assessed as a taxable leasehold estate. Until the Premises are separately assessed, if any bills for Impositions cover the Premises (including improvements thereon) and other property, such bills shall be equitably apportioned by Landlord, and Tenant shall pay its proportionate share of such bills in the manner and at the times set forth in this Article 4 as if such bill related solely to the Premises and improvements thereon. Such equitable apportionment shall take into account the area of the Premises as a fraction of the total area of the property subject to the bill and (if any parts of the subject land are improved) the relative value of the improvements on the Premises to the improvements on the remainder of the subject property, as reasonably determined by Landlord and disclosed to Tenant.

*Article 5.*

*Utilities.*

Tenant shall at its sole cost and expense obtain separately metered utilities for all service it requires. Tenant shall promptly pay for all utility service directly to the appropriate utility company. Landlord has no responsibility to furnish Tenant with any utilities and makes no representations or warranties as to the availability of utilities and does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, Government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies, or any other causes. Any such interruption of utility service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

*Article 6.*

*Construction Of Improvements.*

6.01 Design And Construction Of Improvements.

Tenant, at its sole cost and expense, shall cause to be constructed on the Premises a phased development (the "Project") as more particularly described in Exhibit C attached hereto and made a part hereof in accordance with the terms and conditions hereinafter set forth. The Project shall be constructed in four (4) phases.

A. Construction Commencement Dates. The Construction Commencement Dates for each Phase shall occur on the earlier of the actual beginning of construction thereof or as set forth hereinafter.

(1) No later than six (6) months after the Commencement Date (the "Infrastructure Construction Commencement Date"), Tenant shall commence construction of the Infrastructure Improvements necessary to serve the entire Premises in accordance with Plans to be submitted and approved by Landlord as hereinafter provided.

(2) No later than two and one-half (2-1/2) years after the Infrastructure Construction Commencement Date (the "Phase 1 Construction Commencement Date"), Tenant shall commence the construction of Phase 1 in accordance with Plans to be submitted to and approved by Landlord as hereinafter provided.

(3) No later than two (2) years after the Phase 1 Construction Commencement Date (the "Phase 2 Construction Commencement Date"), Tenant shall commence construction of Phase 2 in accordance with Plans to be submitted to and approved by Landlord as hereinafter provided.

(4) No later than two (2) years after the Phase 2 Construction Commencement Date (the "Phase 3 Construction Commencement Date"), Tenant shall commence construction of Phase 3 in accordance with plans and specifications to be submitted to and approved by Landlord as hereinafter provided.

(5) No later than (2) years after the Phase 3 Construction Commencement Date (the "Phase 4 Construction Commencement Date"), Tenant shall commence construction of Phase 4 in accordance with plans and specifications to be submitted to and approved by Landlord as hereinafter provided.

#### B. Landlord's Approval Of Plans

(1) No later than one hundred twenty (120) days prior to the date set for commencement of construction of any Phase of the Project and no later than sixty (60) days prior to the date set for commencement of construction of the Infrastructure Improvements, Tenant shall submit to Landlord three complete sets of schematic plans showing, among other things, the location of all Infrastructure Improvements or as the case may be, all improvements comprising the Phase, including without limitation, parking facilities and areas, delivery and loading facilities, means of ingress and egress, curb cuts, traffic flow, proposed signage and specifications therefor, parking ratio, area for shielded trash containers, set back lines, building height and area, schematic architectural and engineering plans, grading and drainage plans, proposed utility connections, conceptual landscaping drawings and floor plans, which plans, drawings and specifications shall show, among other things elevations, rooftop screenings, aesthetic treatment of exterior surfaces, including exterior architectural design and decor, and other like pertinent data and outline specifications for that Phase of the Project, together with a detailed traffic impact study performed by a recognized traffic consultant reflecting existing peak period traffic volumes and anticipated peak period vehicular traffic volumes generated by each Phase, all of which are hereinafter called "Plans". Landlord shall have the right to review the Plans solely for the purpose of determining (a) conformance generally with the type of development and use described in Tenant's Proposal, (b) compliance with applicable laws, ordinances and regulations, and (c) compatibility with airport operations at the Airport. Within thirty (30) days after the submission of the Plans, Landlord shall notify Tenant whether the Plans are approved or disapproved. Any disapproval of any part or portion of the Plans shall specifically set forth the reason or reasons for such disapproval. If Landlord shall disapprove of any part or portion of the Plans, Tenant shall revise its Plans to incorporate such changes as may be necessary to secure Landlord's approval and shall deliver three completed sets of revised Plans to Landlord. Landlord's approval of submitted Plans shall be evidenced by the initialing of one copy thereof by the Commissioners of the Departments of Aviation

and Public Works and the return of same to Tenant, together with a letter approving such Plans signed by the Commissioners of the Departments of Aviation and Public Works. If Landlord fails to notify Tenant within the thirty (30) day review period provided for herein, whether the Plans are approved or disapproved, then the Construction Commencement Date applicable to the Infrastructure Improvements or, as the case may be, the applicable Phase, shall, to the extent necessary to avoid a default by Tenant under Section 14.01(c), be extended for a period corresponding with the number of days elapsed after said thirty (30) day review period until Landlord notifies Tenant whether the Plans are approved or disapproved. If Landlord gives Tenant timely notice that it has disapproved the Plans and Tenant proceeds diligently and in good faith thereafter to address Landlord's concerns as set forth in Landlord's notice disapproving said Plans, then the Construction Commencement Date applicable to the Infrastructure Improvements or, as the case may be, the applicable Phase, shall, to the extent necessary to avoid a default by Tenant under Section 14.01(c), be extended for a reasonable period commensurate with the circumstances.

(2) To the extent that any subsequent material changes are made by Tenant in any approved Plans, such changes shall be subject to the provisions of this Article 6, and Tenant shall secure the approval of Landlord to the changed Plans in the same manner herein provided for the Plans originally approved. Material changes shall include structural changes and changes in reflective or potentially reflective materials.

(3) No signs of any type or nature shall be permitted on the Premises unless signs have been first approved by Landlord either separately or as part of approved Plans.

(4) All construction, reconstruction or alteration of the Project or any other improvements located on the Premises (except interior tenant finishes) shall be pursuant to Plans approved by Landlord as provided in this Section 6.01.

C. Governmental Approval. Tenant will procure the approval of the final Plans by any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the Premises, including without limitation, the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Landlord will cooperate with Tenant in procuring such approval, provided that Landlord shall have given its prior approval to such final plans.

D. No liability for Plans. The approval by Landlord of the Plans or any other action taken by Landlord with respect thereto under the provisions of this Lease shall not constitute an opinion or representation by Landlord as to the sufficiency of said Plans nor impose any present or future liability or responsibility upon Landlord.

E. Construction Contracts. Prior to the execution of any contracts for construction or architectural services, Tenant shall furnish to Landlord the names of such parties and the proposed form of contract. Landlord shall have the right to approve any proposed architect, and general contractor, or any proposed contract therefor, which approval shall not be unreasonably withheld or denied. In addition, all such contracts shall



contain affirmative covenants of the contractor regarding compliance with the Tenant's Affirmative Action Policy and Plan. Prior to the commencement of any construction on the Premises, Tenant shall demonstrate to the reasonable satisfaction of Landlord that it has sufficient funds to complete the construction of any improvements to be constructed and that said funds will be disbursed either by or through a Leasehold Mortgagee or institutional escrowee in a manner so as to provide reasonable assurances against the foreclosure of any mechanic or materialman's lien against the Premises or Tenant's Leasehold estate. At least 30 days prior to commencement of construction of the Project Tenant shall deliver to Landlord copies of Tenant's contract with the design architect for the Project who will supervise construction thereof and Tenant's contract with the general contractor engaged to construct the Project or any Phase thereof. Tenant shall simultaneously deliver to Landlord collateral assignments (subject to the interest of Leasehold Mortgagee) of said contracts, together with instruments executed by the architect and by the general contractor under which both consent to the aforesaid assignment and agree to continue to supply the same services to Landlord or Landlord's designee provided by their respective contracts with Tenant, in the event that (a) Tenant defaults hereunder, and (b) Landlord gives the architect or the general contractor or both, written notice within sixty (60) days after the occurrence of such default, and (c) at the time of Landlord's notice of such uncured default, Landlord or Landlord's designee demands continuance of such services on the same terms contained in the respective contracts and expressly agrees to assume and be bound by such respective contracts.

F. Prior Submissions. Tenant shall also deliver to and for the benefit of Landlord, prior to commencement of construction of the Project or any Phase thereof and its related improvements:

- (a) Tenant shall use best efforts to effect assignments of all financing commitments made to Tenant with respect to the construction of the Project or any Phase, together with the written consents to such assignments executed by the respective lending institutions, which may be conditioned upon the assumption by Landlord of Tenant's obligations thereunder in the event of a default by Tenant;
- (b) guarantees of completion from the general contractor for each Phase of the Project running in favor of Landlord and in such form and content and by such persons, firms, or corporations as shall be acceptable to Landlord;
- (c) such other security as may be required of the contractor or subcontractor by the Leasehold Mortgagee, including without limitation, dual obligee performance and payment bonds.

G. Construction Loan and Escrow. Prior to the date set for commencement of construction of each Phase of the Project, Tenant shall deliver to Landlord (i) a detailed budget for such Phase itemizing all estimated Costs of Construction, including without limitation, the cost of materials, labor, equipment, loan costs, carry costs during construction, and any lease up costs indicating all sources (including loans and equity) of funds to pay the aforesaid construction costs; (ii) a copy of a fully executed construction

contract with a construction company acceptable to Landlord to perform all work necessary to complete the Project or any Phase thereof in accordance with the Plans and (iii) a loan agreement duly executed by one or more financially responsible banks or other lending institutions acceptable to Landlord, providing for the financing of the cost of constructing the Phase in accordance with the Plans. The loan agreement and any related leasehold mortgage or other security device shall comply with the applicable provisions of Article 13. Tenant shall deliver to Landlord, to the extent the same may be obtained from Leasehold Mortgagee, satisfactory evidence from time to time that such loan agreement is in full force and effect.

H. Substantial Completion -- Cures. Tenant shall Substantially Complete each Phase of the Project within twenty-four months after the commencement of construction thereof. Substantial Completion, with respect to each Phase, shall mean the completion, in accordance with the Plans and applicable laws, of the shell and core of all buildings and the installation of all plumbing, heating, air conditioning, ventilation and similar building systems, other than minor punch list items. Tenant shall Substantially Complete the Infrastructure Improvements within six (6) months after commencement thereof. Substantial Completion, with respect to the Infrastructure Improvements, shall mean the complete installation of all Infrastructure Improvements. If Tenant shall fail diligently to prosecute any work required for such Substantial Completion or shall fail to comply with any notice of a governmental body having jurisdiction thereof (including City of Chicago), Landlord, at its election, may serve upon Tenant a notice of default, and if this Lease or Tenant's right to possession be terminated pursuant to Article 15, Landlord may elect to take over the work of construction. If the Tenant's failure to timely complete any Phase of the Project is due to "force majeure" circumstances beyond the reasonable control of Tenant, the time within which Tenant may cure shall be extended for such period as may be reasonably necessary, provided Tenant has commenced said cure and proceeds continuously, in good faith and with due diligence to complete same. In the event Landlord takes over the work, Landlord shall be entitled to exercise all rights under the guarantee of completion and other security hereinbefore mentioned, and sureties thereunder shall remain liable to Landlord upon such guarantee and other security, and the proceeds thereof shall become the property of Landlord.

I. Remedies Cumulative. Nothing in this Article contained and no action or failure to act by Landlord with respect to any of the security furnished under this Article shall be deemed to prejudice in any way any other remedies available to Landlord under any other provision of this Lease, all such remedies being in addition to the rights which Landlord is given under this Article, which rights may be enforced independently of or in conjunction with any other remedies given to Landlord hereunder.

J. Completion Requirements. Tenant will erect the Project and each Phase thereof in a proper and workmanlike manner in accordance with the approved Plans and with all provisions of law and any and all permits and authority required by any ordinance, law or public regulations or by any authority at any time having jurisdiction over the Premises and in accordance with the requirements of any public or quasi-public body having similar jurisdiction. The Project and each Phase thereof will, when completed, comply with all applicable laws and regulations, federal, state and municipal.

K. Construction Insurance. During the course of construction of the Project and each Phase thereof, Tenant, at its sole expense, will carry or cause to be carried builder's risk insurance, comprehensive liability insurance, adequate Worker's Compensation Insurance and such other insurance as may reasonably be required to be carried by Landlord during construction of the Project. Such insurance shall be in form, with companies and in amounts reasonably required by Landlord and shall be in addition to, but not a duplication of the insurance coverage required to be carried pursuant to the provisions of Article 11.

L. Inspection, Deficiencies. During the course of the construction and completion of the Project and its related improvements, Landlord, and its architects, engineers, agents and employees may enter upon and inspect the Premises for the purpose of seeing that the work is proceeding in accordance with the requirements of this Lease. To the extent required by Tenant's insurance providers, Landlord will, absent an emergency, notify Tenant (including telephonic notices) of its intention to inspect the Premises and shall limit the number of persons performing any inspection to the number reasonably necessary to accomplish the objectives of such inspection. Tenant shall keep at the Premises all Plans, shop drawings and specifications relating to such construction, which Landlord may examine at all reasonable times and, if required by Landlord, Tenant shall also furnish Landlord with copies thereof.

M. Warning Lights. Tenant shall install, maintain and operate such obstruction or warning lights on structures located on the Premises as may from time to time be required to conform to Federal Aviation Administration standards or to conform to standards prescribed by City and any other governmental agency having jurisdiction over the Premises.

#### Article 7.

##### *Use, Maintenance, Repairs And Alterations; Casualties.*

###### 7.01 Sole Responsibility Of Tenant.

Tenant has leased the Premises after a full and complete examination thereof, as well as the title thereto and knowledge of its present uses and the uses permitted and not permitted under the provisions of this Lease. Tenant accepts the Premises in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to the title thereto, the nature, condition or useability or uses to which the Premises or any part thereof may be put. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises throughout the Term hereof. Tenant hereby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance and management of the Premises, including but not limited to, the performance of all burdens running with the Premises.

#### 7.02 Use And Occupancy.

Tenant shall use and occupy the Premises as and for the construction of the Project and the operation of the Project as a service/technical center and office complex, and for no other purposes, unless otherwise consented to by Landlord and permitted by applicable law and shall so continuously use the Premises throughout the remainder of the Term.

#### 7.03 Compliance With Law.

Tenant shall not use or occupy or permit the Premises to be used or occupied, or do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way violate any certificate of occupancy affecting the Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance thereon required to be furnished by Tenant under this Lease, or which will cause or be apt to cause structural injury to the Project or any part thereof, or which will constitute a public or private nuisance, or which will disrupt the normal operations of the Airport and shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which may violate any present or future, ordinary or extraordinary, foreseen or unforeseen laws, regulations, ordinances or requirements of the federal, state or municipal governments, or of any other governmental, public or quasi-public authorities now existing or hereafter created, having jurisdiction in the Premises; provided, however, that Tenant may, in good faith (and whenever necessary, in the name of, but without expense to, Landlord) and after having secured Landlord to its reasonable satisfaction by cash or by a surety company bond in an amount, in a company and in form and substance reasonably satisfactory to Landlord, against loss or damage if Landlord shall be exposed to any as the result thereof, contest the validity of any such laws, regulations, ordinances or requirements and, pending the determination of such contest, may postpone compliance therewith, except that Tenant shall not so postpone compliance therewith as to subject Landlord to the risk of any fine or penalty or to prosecution for a crime, or to cause the Premises or any part thereof to be condemned or to be foreclosed upon. Tenant will indemnify and defend Landlord and save Landlord harmless against any recovery or loss to which Landlord may be subject or which Landlord may sustain, including reasonable attorney's fees and expenses incurred by Landlord, arising from any breach of this covenant or by reason of any action or proceedings which may be brought against Landlord or against the Premises, or any part thereof, by virtue of any such laws, regulations, ordinances or requirements or by virtue of any present or future law of the United States of America, or of the State of Illinois or other municipal, public or quasi-public authority now existing or hereafter created, having jurisdiction in the Premises.

#### 7.04 Maintenance, Repairs, Indemnity.

Tenant shall take good care of the Premises, make all repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and

unforeseen, and shall maintain and keep the Premises and the sidewalks, driveways and curbs in good order, repair and condition. Tenant shall also keep the sidewalks and gutters in front of the Premises free and clear from rubbish, and, to the extent practicable, ice and snow and shall not obstruct the same or allow the same to be obstructed in any manner. Tenant shall indemnify and defend Landlord and save Landlord harmless from any and all claims or demands, upon or arising out of any accident, injury or damage to any person or property which shall or may happen in or upon the Premises or any part thereof, or upon the sidewalks about the Premises, however caused, except for Landlord's negligence.

#### 7.05 Covenant Against Waste.

Tenant will not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

#### 7.06 Repairs Necessitated By Casualty.

Subject to the requirements of the Leasehold Mortgage and rights of Leasehold Mortgagee thereunder, in the event any building or other improvement from time to time upon the Premises shall be damaged or partially destroyed (regardless of the cause therefor) Tenant covenants and agrees that Tenant, at its own expense, shall repair, restore or rebuild any such building or other improvement so damaged, injured or partially destroyed, or erect, finish and complete a like new building and improvements on the Premises. In the event any building comprising a Phase of the Project from time to time upon the Premises is destroyed (regardless of the cause thereof), Tenant shall, within thirty (30) days after the date of such destruction, elect by written notice to Landlord to either reconstruct the Phase so destroyed or terminate this Lease with respect to the particular Phase in question (so long as and only so long as the portion of the Premises in question is susceptible to being developed independently of the Project) and assign all insurance proceeds to Landlord by an assignment in form and substance acceptable to Landlord. Failure by Tenant to timely notify Landlord of its election hereunder shall be deemed to mean that Tenant has elected to restore the building at its expense. Notwithstanding anything to the contrary herein, if the portion of the Premises attributable to the Phase so destroyed is not susceptible to being developed independently of the Project with a building of equivalent value and utility, then Tenant shall reconstruct the buildings comprising such Phase. In the event a new building or improvements are to be erected, the provisions of Article 6, with the exception of Section 6.01(A), shall apply and be complied with by Tenant. The Tenant's obligation to reconstruct shall be to reconstruct the buildings and improvements substantially in the form thereof immediately prior to such damage, injury or destruction, or in such other form as may be approved by Landlord, and for the same uses as existed prior to such damage, injury or destruction. Without limiting any of the other terms hereof, it is expressly understood and agreed that, except and to the extent provided herein, no loss or partial destruction of or damage to the Premises or the buildings or other improvements from whatsoever cause, shall operate to terminate this Lease or to relieve or discharge Tenant from its liability to pay the full Rent and additional charges payable under this Lease, or to relieve Tenant from any of its other obligations under this Lease.

Except and to the extent provided herein, Tenant waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Lease or possession of the Premises or any part thereof, or to obtain any suspension, diminution, abandonment or reduction of Rent, on account of any such loss, damage or destruction to the buildings or any other property at the Premises.

#### 7.07 Excavation.

Without limiting any of the other terms of this Lease, if any excavation shall be made or contemplated to be made either on the Premises or upon any property, streets, or alleys adjoining or adjacent to the Premises, and whether such excavation shall be by or upon the order or for the account of Tenant or by or on the order of or for the account of any other person, firm or corporation (including any public, governmental or municipal corporation, commission, body or authority), it shall be the obligation of Tenant to do and perform or cause to be done or performed at Tenant's own expense (and it shall not be the obligation or responsibility of Landlord to do or cause to be done) all such work as may be necessary to preserve the buildings and any walls or structures from injury and damage and to support the same by proper foundation, shoring or footings. In the event of any excavation or construction on the Premises, it shall be the duty and obligation of Tenant at its own expense to do such shoring or protecting of adjoining or adjacent lands, buildings or structures as may under applicable law be required as the result of or in connection with any excavation or construction upon the Premises, and Tenant agrees to indemnify, defend and hold Landlord harmless from any and all liability to whomsoever, and from all costs and expenses on account of or resulting from such excavation or construction.

#### 7.08 Inspections Of Repairs.

Landlord or Landlord's representatives, agents, or employees shall have the right without interference from Tenant or Tenant's representatives, agents or employees, at all times upon reasonable notice appropriate under the circumstances (including telephone notice) to examine and inspect any and all work, alteration, repair, maintenance, restoration, improvement, rebuilding, razing, demolition, or construction at the Premises in order that Landlord may assure itself that the provisions of this Lease in respect to such work are being full complied with.

#### 7.09 Alterations.

Tenant shall have the right from time to time after the completion of the Project in accordance with the provisions of Article 6, and at Tenant's sole cost and expense, to make non-structural alterations and changes ("Alterations") in or to the Project, provided Tenant shall not then be in default in the performance of any of Tenant's covenants or agreements in this Lease. Tenant shall have the right from time to time after completion of the Project in accordance with Article 6, and at Tenant's sole cost and expense, to make structural

alterations and changes or additions ("Substantial Alterations") in and to the Project only with the written consent of Landlord, which consent shall not be unreasonably withheld or denied. All Alterations and Substantial Alterations shall be subject, however, in all cases to the following:

A. Notice. No Substantial Alterations shall be commenced except with Landlord's approval (which shall not be unreasonably withheld or delayed) thereof after twenty (20) days' prior written notice from Tenant.

B. Change in Use or Value. No Alteration or Substantial Alteration of any kind, shall be made which would tend (i) to change the general design, use, character or structure of the Project or any part thereof, (ii) to materially decrease the size of the Project or any part thereof, (iii) to reduce or impair, to any material extent, the value, rentability or usefulness of the Premises, or (iv) to give to any owner, lessee or occupant of any other property or to any other person or corporation any easement, right-of-way or any other right over the Premises.

C. Permits. No Alteration or Substantial Alteration shall have been undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits, approvals and authorizations of all governmental or other agencies, having jurisdiction over the Premises. Landlord shall join, but without expense to Landlord, in the application for such permits or authorization whenever such action is necessary.

D. Supervision. Any Substantial Alteration shall be conducted under the supervision of an architect or engineer selected by Tenant and approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed, and no such Substantial Alteration shall be made, except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and approved in writing by Landlord in the same manner as provided in Section 6.01(B).

E. Progress and Compliance. Any Alteration or Substantial Alteration shall be made with reasonable dispatch and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and buildings and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body or bodies hereafter exercising similar functions.

F. Insurance. During the performance of any Alteration or Structural Alteration to the Premises, Tenant shall buy and maintain worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises. In addition, to the extent that the insurance under Section 6.01(L) and Article 11 does not adequately protect Landlord with respect to potential liability arising due to said Alterations or Substantial Alterations, Tenant shall maintain at its sole cost and expense general liability insurance for the mutual benefit of Landlord and Tenant in amounts reasonably acceptable to Landlord for all potential personal injury or death

claims, and property damage claims. All such insurance policies shall meet the requirements mentioned in Section 6.01(L) and Article 11. All policies of liability insurance and certificates of worker's compensation insurance therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered to Landlord prior to the commencement of any Alterations or Substantial Alterations.

G. Security. Tenant shall demonstrate to Landlord's satisfaction financial capacity to pay the entire cost of any Substantial Alteration or, in lieu thereof, furnish to Landlord a surety bond in form reasonably satisfactory to Landlord, issued by a company reasonably satisfactory to Landlord, or cash or other securities reasonably satisfactory to Landlord, in an amount at least equal to 120% of the estimate of cost of such Substantial Alterations, guaranteeing the completion and payment of the cost thereof free and clear of all liens, conditional bills of sale and chattel mortgages.

#### 7.10 No Rent Adjustment.

In no event shall Tenant be entitled to any abatement, allowance, reduction or suspension of the Base Rent, additional rent charges due under Article 3 and other charges herein reserved or required to be charged, by reason of any maintenance, repair, rebuilding, Alterations or Substantial Alterations nor shall Tenant be released of or from any other obligations imposed upon Tenant under this Lease.

#### 7.11 Right To Use Roadways.

Landlord for itself, its successors, contractors, employees, agents and assigns shall have the right to use all internal roadways constructed on the Premises to serve the Project for vehicular and pedestrian access to the Premises or the Airport or any parts thereof. Tenant shall execute such other documents or assurances as may be necessary to effect the intent of this Section 7.11. Landlord, in the exercise of its reasonable judgment, will consider on a case by case basis Tenant's request to use off-site Airport roadways for purposes consistent with the uses of the Premises permitted by this Lease.

### *Article 8.*

#### *Paramount Title Of Landlord.*

#### 8.01 No Implied Permission.



Except as otherwise expressly provided herein, nothing in this Lease contained shall authorize Tenant to do or permit or suffer any act which shall in any way encumber the title of Landlord in and to the Premises. The title, interest or estate of Landlord in the Premises shall not be in any way subject to any claim by way of lien or encumbrance, whether arising by operation of law or by virtue of an express or implied contract by Tenant. Any claim to a lien or encumbrance upon the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate and shall in all respects be subject and subordinate to the paramount title and right of Landlord in and to the Premises. The whole world, and particularly every person furnishing, manufacturing or preparing any material, fixtures, apparatus or machinery for, or on account of, the Premises or the Project or any other improvements now or hereafter erected, or the appurtenances or furnishings therein, or performing any labor or services in, upon or about the Premises, or the improvements or appurtenances, or dealing in any way with Tenant or anyone claiming by, through or under Tenant shall take and be held charged with notice of this condition, and shall have and acquire no lien upon Landlord's interest through the furnishings of such material, fixtures, apparatus, machinery, labor or services.

#### 8.02 Prohibited Uses -- Rules And Regulations.

*In amplification and not in limitation of the foregoing provisions of Section 9.01, Tenant shall not permit any portion of the Premises to be used by any person or persons or by the public, as such, at any time or times during the Term in such manner as might reasonably tend to impair Landlord's title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to or with respect to the Premises or any part thereof or estate therein. The Department of Aviation of the City of Chicago may from time to time, but without affecting in any manner its rights or remedies should Tenant elect or fail or refuse to do, impose upon Tenant such reasonable rules or regulations not inconsistent with the provisions of this Lease as to the use or possession by any such persons or by the public as may reasonably be consistent with the protection of the Airport against any such possible claim. Tenant shall fully and promptly perform and enforce all of such rules and regulations at Tenant's own cost and expense.*

#### *Article 9.*

##### *Covenant Of Quiet Enjoyment.*

Landlord hereby warrants that if Tenant shall pay the Rent and all other charges due under this Lease and perform each and every of the covenants, undertakings and agreements of this Lease to be performed by Tenant, then Tenant shall during the Term freely, peaceably and quietly have and enjoy the Premises without molestation, hindrance, eviction or disturbance by Landlord or by any other person or persons acting under or through Landlord, but subject always to the Permitted Exceptions and to the terms, covenants and conditions of this Lease.

*Article 10.*

*Insurance And Use Of Proceeds.*

10.01 Coverage Required.

During the entire Term, Tenant, at its own cost and expense, shall maintain the following insurance, in each case with an insurance carrier approved by Landlord in writing. The requirements for insurance provided herein shall apply to the extent not inconsistent with the insurance requirements of Leasehold Mortgage.

A. **Liability Insurance.** Comprehensive public liability insurance providing coverage in amounts reasonably satisfactory to Landlord insuring against all loss or damage arising from injury or death to persons, or injury to property, by reason of the operation of the Premises or the Project or any parts thereof or arising from any accident or casualty whatsoever in or about the Premises or the Project or upon, in or about the streets, alleys, sidewalks and passageways adjoining the Premises.

B. **Fire and Extended Coverage Insurance.** Insurance on the Project and other improvements (whether completed or in process of construction but exclusive of excavations, foundations and footings) against loss by fire and other risks now or hereafter usually covered by the term "extended coverage" for the eighty percent (80%) of the full "replacement value" of the Project or such greater amount as may be necessary to avoid the applicability of any coinsurance provisions.

C. **Worker's Compensation Insurance.** In the event Tenant employs any person or persons upon the Premises, workmen's compensation insurance covering all persons with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises or the Project as the result of any loss or damage resulting from any accident or casualty within the purview of the Illinois Workmen's Compensation Law as now or hereafter amended or under any future similar law, statute or ordinance of the State of Illinois or any governmental authority having jurisdiction in the Premises.

D. **Rental Insurance.** Rental insurance to cover loss, total or partial, of the use of the Project as a result of any fire or other risk now or hereafter usually covered by the term "extended coverage" in such amounts that, in case of a total or substantial loss of the use of the Project, the proceeds will be sufficient to pay the Rent and other charges due under this Lease for a period of at least twelve (12) months.

E. **Boiler Insurance.** Boiler and pressure vessel insurance in an amount reasonably acceptable to Landlord with respect to all boilers and pressure vessels from time to time located upon the Premises or in the Project.

F. Other Insurance. Such other insurance in such amounts and against such risks as are from time to time during the Term customarily insured against by persons owning and operating property similar to the Premises and the Project and similarly situated; and, in any event, if under applicable law, rule, regulation or ordinance of any governmental authority, state or federal, having jurisdiction in the Premises, liability may be imposed upon Landlord on account of the use or operation of the Premises or the Project or other improvements, insurance within limits reasonably satisfactory to Landlord shall be maintained by Tenant against any such liability.

#### 10.02 Form Of Insurance Policies.

Every policy of insurance maintained pursuant to Subsections (A), (B), (C), (D), (E) and (F) of Section 10.01 shall name as insured parties the Landlord, Tenant and the Leasehold Mortgagee, as their interests may appear and shall in each case be with companies licensed to do business in the State of Illinois and in form and substance reasonably satisfactory to Landlord.

#### 10.03 Losses Under \$100,000.

Subject to the requirements of the Leasehold Mortgage, policies maintained pursuant to Subsections (A), (B), (C), (E) and (F) of Section 10.01, shall provide that the proceeds of all such insurance shall be payable by the insurer or insurers in accordance with the provisions of this Lease. Such policies (other than policies maintained pursuant to Subsection (D) of Section 10.01 may provide that in the case of any one loss of \$100,000 or less, adjustment and settlement of such loss may be made by Tenant with the insurance company, and that payment of any one loss of \$100,000 or less may be made to Tenant. However, in the case of any one loss in excess of \$100,000, such policy may provide that settlement for the loss shall be made with Tenant subject to the approval of Landlord (which approval shall not be unreasonably withheld or delayed). Payment of all losses under any policy referred to in the first sentence of this Section 10.03 (other than policies maintained pursuant to Subsection (D) of Section 10.01 hereof) which is not permitted to be made to Tenant under the preceding provisions of this Section 10.03 shall be administered, paid out and disbursed through an escrow as provided in Section 10.06. Notwithstanding the foregoing provisions of this Section 10.03, it is understood and agreed that losses under any policies maintained pursuant to Subsection (D) of Section 10.01 hereof shall be adjusted, settled and paid in the manner prescribed in Section 10.07.

#### 10.04 Cancellation/Modification.

To the fullest extent obtainable, every policy of insurance required to be maintained under the provisions of this Article shall contain provisions (i) providing that the right of Landlord or, as the case may be, Tenant to recover under such policy shall not be

invalidated or in any way breached by or on account of any acts or omissions whatsoever by the other or by any occupant of the Premises or the Project, or by or on account of any breach of any representation or warranty made by the other; (ii) forbidding Tenant to cancel or modify such insurance or obtain the return of the unearned premiums therefor unless Landlord shall have been given at least 30 days advance notice thereof; and (iii) providing that if the insurers cancels or modifies such insurance, such insurers will immediately notify both Landlord and Tenant in writing of such cancellation or modification, and that the cancellation or modification shall not be effective as to Landlord until the expiration of thirty (30) days after the receipt by Landlord of such notice.

#### 10.05 Evidence Of Policies; Waiver Of Subrogation.

All policies of insurance required to be maintained pursuant to this Article 10 or certificates thereof shall be deposited with Landlord at or prior to Substantial Completion of the Project or any part thereof and prior to occupancy of any part of the Project. All renewal or replacement policies (or, as may be appropriate, certificates or renewal binders therefor) shall be delivered to Landlord not less than 20 days prior to the expiration of the policy or policies to be issued or renewed as required by this Article 10. Certificates of insurance shall be sufficient evidence of the insurance required hereunder unless otherwise determined by Landlord's Risk Manager. All policies of insurance required to be maintained pursuant to the provisions of said Subsections (A), (B), (D), (E) and (F) of Section 10.01 shall contain provisions waiving or having the effect of waiving any right of subrogation of such insurance company or companies to any claim Landlord might have against Tenant on account of damage to the property covered by such policies resulting from any act or failure to act of Tenant, and similar provisions waiving or having the effect of waiving any right of subrogation of such insurance company or companies to any claim Tenant might have against Landlord on account of damage to the property covered by such policies resulting from any act or failure to act of Landlord, and provisions to the effect that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained.

#### 10.06 Tenant Holds Proceeds In Trust.

Whenever under the foregoing provisions of Section 10.03 it is provided that the loss may be adjusted by and the proceeds of a loss may be adjusted by and the proceeds of a loss received by Tenant, the sum so received by Tenant shall be received in trust by Tenant for the purpose of paying, and, to the extent necessary, to be used only for the purpose of paying, or reimbursing Tenant for payments made in connection with the full and complete restoration of damage giving rise to such loss and (if Tenant shall not be in default hereunder and no Event of Default, as defined in Section 14.01, shall then exist or be uncured) any balance thereof may be retained by Tenant for its own account. All proceeds of insurance shall be disbursed from an escrow established with an escrow agent and pursuant to an escrow agreement mutually acceptable to Tenant and the Landlord.

#### 10.07 Adjustments Of Rental Insurance Claims.

A. With respect to insurance policies required under Section 10.01(D), claims shall be settled and adjusted by Tenant with the prior written approval of Landlord (which approval shall not be unreasonably withheld or denied) and the proceeds shall be applied:

- (i) First to the payment of any unpaid Rent or any other payments required to be made by Tenant under this Lease and at any time payable prior to the end of the applicable Loss Period (as hereinafter defined); and then to the payment of any Impositions payable under Article 4 at any time prior to the end of such Loss Period; and
- (ii) The balance, if any, shall be paid to Tenant.

C. For the purpose of this Section 10.07, the term "Loss Period" shall refer to the period covered by the proceeds payment concerned, or if no such period is designated, then to the period commencing with the casualty resulting in such loss and ending on the date that the Project is restored and re-occupied.

#### *Article 11.*

##### *Landlord's Right To Perform Tenant's Obligations.*

In the event Tenant shall fail to maintain any insurance required to be paid by it under the terms hereof, or upon the occurrence of an Event of Default (after any applicable grace period) Landlord may, but shall not be obligated so to do, and upon ten (10) days prior notice to Tenant by Landlord (unless the requirement of giving notice would endanger the forfeiture or loss of the Premises or the Project or would result in the Project being uninsured, in either of which events Landlord shall use best efforts to give notice consistent with the circumstances), and without waiving or releasing Tenant from any obligation of Tenant hereunder, make any payment or perform any other act which Tenant is obligated to make or perform under this Lease in such manner and to such extent as Landlord may deem desirable; and in so doing Landlord shall also have the right to enter upon the Premises and the Project for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by Landlord, together with interest thereon at the rate per annum which is the lesser of (i) Default Rate or (ii) the highest rate permitted by law, shall be deemed additional rent hereunder and shall be payable to Landlord upon demand as additional rent.

The performance of any such work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any

other occupant of the Premises or the Project or any part thereof, by reason of making repairs or the performance of any work on the Premises or the Project or on account of bringing materials, supplies and equipment into or through the Premises or the Project during the course thereof and the obligations of Tenant under this Lease shall not thereby be affected in any manner. Landlord shall however, use its best efforts not to interfere with the normal operation of the Project.

*Article 12.*

*Mortgages, Assignments And Subleases By Tenant.*

12.01 Consent Required.

Except as hereinafter in this Article 12 expressly provided, neither this Lease nor any interest of Tenant in this Lease nor the leasehold estate created hereby, shall be sold, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered, and Tenant shall not make any sublease of the Premises or any part thereof, except in compliance with the terms of this Article (or unless Landlord shall otherwise consent in writing).

12.02 Leasehold Mortgages.

Tenant may mortgage, hypothecate or pledge this Lease and the leasehold estate created hereby and the interest of Tenant in and to this Lease, together with Tenant's right, title and interest in the Project, (herein called "Leasehold Mortgage") for the sole purpose of financing the necessary costs of construction of the Project and each phase thereof, provided that such Leasehold Mortgage shall provide that such Leasehold Mortgage and the rights of the mortgagee, its successors and assigns thereunder are and shall be subject and subordinate to all the terms, covenants and conditions of this Lease, and that such Leasehold Mortgage shall affect and encumber only, and no more, than Tenant's leasehold estate existing at the time of the execution and delivery of the Leasehold Mortgage and the right, title and interest of Tenant in and to the Project.

12.03 Notices To Landlord.

(A) If Tenant shall mortgage Tenant's leasehold estate pursuant to Section 12.02 above, and if the holder of such Leasehold Mortgage shall provide Landlord with written notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Section 12.03 shall apply in respect to such Leasehold Mortgage.

(B) In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to Landlord in writing.

(C) All notices required to be given pursuant to this Section 12.03 shall be in writing and delivered to Landlord at its address set forth in Article 20 hereof (or such other address as Landlord shall request) via certified United States mail, postage prepaid, return receipt requested.

(D) Landlord shall promptly upon receipt of a communication purporting to constitute the notice provided for by subsection (A) above acknowledge by an instrument in recordable form receipt of such communication as constituting the notice provided for by subsection (A) above or, in the alternative, notify the Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of subsection (A) and specify the specific basis of such rejection.

(E) After Landlord has received the notice provided for by subsection (A) above, the Tenant, upon being requested to do so by Landlord, shall with reasonable promptness provide Landlord with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage as specified by the Landlord. Tenant shall thereafter also provide the Landlord from time to time with a copy of each amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate certification of the Office of the Recorder of Deeds of Cook County, Illinois as to their authenticity as true and correct copies of official records and all nonrecorded documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

(F) The term "Leasehold Mortgage" as used in this Section 12.03 shall refer to a holder of a Leasehold Mortgage in respect to which the notice provided for by subsections (A) or (B) hereof has been given and received and as to which the provisions of this Section 12.03 are applicable.

#### 12.04 Consent Of Leasehold Mortgagee Required.

No surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

#### 12.05 Default Notice.

Landlord, upon providing Tenant any notice of: (i) default under this Lease, or (ii) a termination of this Lease shall at the same time provide a copy of such notice to Leasehold

Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to Leasehold Mortgagee. From and after the date that such notice has been given to Leasehold Mortgagee, Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 12.06 and 12.07 below to remedy the defaults, or with respect to non-monetary defaults, to commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the premises by the Leasehold Mortgagee for such purpose.

#### 12.06 Notice To Leasehold Mortgagee Of Election To Terminate.

Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least forty-five (45) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 12.07 below shall apply if, during such thirty (30) or forty-five (45) day termination notice period, any Leasehold Mortgagee shall:

- (1) notify Landlord of such Leasehold Mortgagee's desire to nullify such notice; and
- (2) pay or cause to be paid all Rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such thirty (30) or forty-five (45) day period; and
- (3) comply or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default other than the Non-Curable Defaults identified in Section 12.08.

Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Section 12.06 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in Sections 12.03(A) or 12.03(B).



#### 12.07 Procedure On Default.

(A) If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 12.06, the specified date for the termination of this Lease as fixed by Landlord in its Termination Notice shall be extended for a period of six (6) months, provided that Leasehold Mortgagee shall, during such (6) month period:

- (1) pay or cause to be paid the Rent, and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting Non-Curable Defaults; and
- (2) if not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(B) If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 12.07(A), this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 12.07(B), however, shall be construed to extend this Lease beyond the original term thereof as extended by any options to extend properly exercised by Tenant or Leasehold Mortgagee in accordance with Article 22.

(C) If a Leasehold Mortgagee is complying with Section 12.07(A), upon the acquisition of Tenant's leasehold estate by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(D) For the purposes of this Section 12.07, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require the Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed hereunder, but the purchaser at any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate. If the Leasehold

Mortgagee or its designee shall become holder of the Leasehold Estate and if the buildings and improvements on the Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the building or other improvements only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the building or other improvements to the extent required by Section 7.06 and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the building or other improvements to the extent required by Section 7.06 such failure shall constitute default under this Lease.

(E) Any Leasehold Mortgagee acquiring the leasehold estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's leasehold estate, without further consent of Landlord, but subject to the requirements of Section 24.11, sell and assign the leasehold estate on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee and thereafter be relieved of all obligations under this Lease; provided that such assignee has cured all then existing defaults other than Non-Curable Defaults and delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(F) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be a permitted sale, transfer or assignment of this Lease and of the leasehold estate hereby created. Notwithstanding anything herein to the contrary notwithstanding, no assignment or transfer of this Lease or the leasehold estate created hereby shall violate the requirements of Section 24.11 or any applicable law, ordinance, regulation or executive order.

#### 12.08 Leasehold Mortgagee Need Not Cure Non-Curable Defaults.

Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of right hereunder to cure any default specified in subsections (G), (H), (I) and (J) of Section 14.01 ("Non-Curable Defaults") which are not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, in order to comply with the provisions of Sections 12.06 and 12.07 of this Lease.

#### 12.09 Eminent Domain.

Tenant's share, as provided by Article 15 of this Lease, of the proceeds arising from an exercise of the power of Eminent Domain shall, subject to the provisions of such Article be disposed of as provided for by any Leasehold Mortgagee.

#### 12.10 Casualty Loss.

A Standard Mortgagee Clause naming Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and the Leasehold Mortgage shall so provide; except that the Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to the Tenant (but not such proceeds, if any, payable jointly to the Landlord and the Tenant) pursuant to the provisions of this Lease.

#### 12.11 No Merger.

So long as any Leasehold Mortgage is in existence, unless Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

#### 12.12 Future Amendments.

Landlord hereby agrees that if any Leasehold Mortgagee to whom the Tenant proposes to make a Leasehold Mortgage on Tenant's leasehold estate hereby created shall require as a condition to making any loan secured by such mortgage that the Landlord agree to modifications of the within Lease, then Landlord agrees that it will enter into an agreement with Tenant in recordable form making the modifications that are requested by Leasehold Mortgagee provided that such changes are reasonable and do not act materially, adversely affect Landlord's rights or materially affect Tenant's obligations hereunder. However, under no circumstances shall Landlord be required to make any agreement, amendment or modification that accomplishes any of the foregoing, namely: changes the Premises; alters the obligations of Tenant under Article 23 or Sections 24.12 and 24.13 hereunder; decreases the Rents or other monetary obligations or contributions required hereby; abridges or enlarges the Term; requires the expenditure of funds by the Landlord which Landlord is not now obligated to expend under the terms of this Lease, changes the nature of the Project or the uses of the Premises permitted hereby, conflicts with or causes or creates a violation of any law, ordinance, regulation or executive order or in any other manner enlarges the Landlord's obligations under this Lease. The foregoing enumeration is not intended as a limitation on the Landlord's right to refuse to consent to a modification so long as Landlord acts reasonably.

#### 12.13 No Other Liens.

Except as permitted by the provisions of Section 13.02 hereof, Tenant shall not create or permit to be created or to exist or suffer to exist or remain, any lien, encumbrance or charge (including but not limited to mechanics' or materialmen's liens or similar liens by reason of work, labor, services or materials supplied to Tenant or to anyone holding the Premises, the Project or any parts thereof by, through or under Tenant), which might be or become a lien, encumbrance or charge upon or against the Premises or the Project, or upon or against the Landlord's interest in and to the land constituting the Premises; or upon or against Tenant's leasehold interest therein; provided, however, that nothing in this section contained shall be deemed to limit or restrict Tenant's rights under the following Section 12.14 or under any similar provisions of this Lease providing for the right of Tenant to contest by appropriate proceedings and in good faith the validity or amount of any tax, charge, lien or imposition upon or claimed upon or against the Premises or the Project.

#### 12.14 Contested Liens.

Tenant shall not be deemed to be in default hereunder in the event any lien shall attach or shall exist which is prohibited by or which is contrary to or in violation of the provisions of this Lease, (a) if such lien shall arise as a matter of law, but the amount of said lien be not yet due and payable, or (b) if any such lien shall arise and Tenant shall continuously, diligently and in good faith contest the same, or the validity thereof, by appropriate legal proceedings which shall operate to prevent the foreclosure of any such lien, provided that Tenant shall give advance written notification to Landlord that it is the intent of Tenant to contest the validity or collection thereof and Tenant shall also comply with the further following provisions of this Section 12.14. In the event Tenant contests any such lien, Tenant shall give a satisfactory indemnity to Landlord or deposit with Landlord a surety bond, cash or securities reasonably satisfactory to Landlord in an amount equal to the amount of the claim or lien, plus such interest and penalties, court costs, or other charges as Landlord may reasonably estimate to be payable by Tenant at the conclusion of such litigation. In the event such surety bond, cash or securities shall be so deposited, the same shall be held until such claim or other imposition shall have been released and discharged and shall thereupon be returned to Tenant, less any amounts expended by Landlord to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by Landlord by virtue of the contest of such lien.

#### 12.15 Priority Of Landlord's Title To Project.

Landlord shall at any time have the right, in its sole discretion, to file appropriate proceedings at law or in equity requesting a determination that any lien, charge or other encumbrance on the Premises or the Project shall be subordinate to the interest of Landlord in the Premises or the Project.

#### 12.16 Space Leases.

Tenant may sublease portions of the Project for uses consistent with Section 7.02 hereof to lessees ("Space Tenants") under written subleases ("Space Leases"), the form and content of which shall be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. All Space Leases shall acknowledge this Lease and contain language incorporating the terms of this Lease and subordinating the Space Lease to the terms of this Lease. All Space Leases shall require Space Tenants to give notice to Landlord of any default by Tenant thereunder and provide Landlord with the option to elect to cure any such default within a period commensurate with any cure period given to Tenant, as lessor, under the Space Leases. In addition to the foregoing, all Space Leases shall prohibit Space Tenants from paying rentals thereunder more than thirty (30) days in advance, shall be expressly subordinated to this Lease, and shall require Space Tenants to attorn to and recognize Landlord as lessor under the Space Leases in the event that the Lease is terminated by Landlord. Landlord in the event that it terminates this Lease pursuant to Section 14.02, shall recognize and not disturb the possession of Space Tenants under previously approved Space Leases provided that such Space Tenants recognizes Landlord as lessor under the Space Leases and attorns to Landlord and Space Tenant is not then in default under said Space Lease.

*Article 13.*

*Surrender.*

13.01 Project Reverts To Landlord.

Tenant for itself and for its successors and assigns in, under and to this Lease and for its grantees, successors and assigns in, under and to the Project, and for and on behalf of all Space Tenants under Space Leases approved by Landlord expressly covenants and agrees with Landlord that upon expiration of the term of this Lease by lapse of time or upon the earlier termination of this Lease for any reason whatsoever (except as a consequence of default hereunder by Landlord), including as a result of the occurrence of an Event of Default as more fully provided for in Article 14, the Project and all right, title and interest of Tenant therein, together with all of the right, title and interest of Tenant in and to any and all then existing Space Leases, together with all right, title and interest of Tenant in and to all personal property and materials and supplies in the Project used in the maintenance or operation of the Project, shall be and become the property solely of Landlord, and Tenant shall have no further right, title or interest therein, and this Lease shall in such event constitute and effect a conveyance, transfer and assignment of the Project (including related improvements, and any personal property, materials and supplies) and of said Space Leases, without the execution of any further instruments of conveyance, assignment or transfer by or on behalf of Tenant (it being understood that nothing contained in this Section 13.01 shall in any way modify or affect any of the provisions of Section 14.02 hereof). Notwithstanding the foregoing, Tenant covenants and agrees that it will promptly upon such termination, assign or reassign to Landlord any such Space Leases and will execute such instrument or instruments of assignment,

transfer and conveyance of the Project (including related improvements, and any personal property, materials and supplies) as may be reasonably necessary to further evidence and make of record the provisions of this Section 13.01, or to confirm by way of further assurance the provisions hereof and the title of Landlord as a result of such termination to the Project and said Space Leases. Tenant covenants and agrees that at the time Landlord shall be entitled to obtain possession of the Project and related improvements and property upon termination of this Lease (whether by expiration of time or otherwise), Landlord shall acquire title to said Project and related improvements and property free and clear of all liens, charges and encumbrances other than the liens of current taxes and assessments not in default, and such liens, charges or encumbrances to which the Premises at the time be subject in accordance with the terms and provisions of this Lease.

#### 13.02 Landlord's Right To Possession.

Upon the expiration of the term of this Lease by lapse of time or upon the earlier termination of this Lease for any reason whatsoever, including as the result of the occurrence of an Event of Default as more fully provided for in Article 14, and also in the event under any of the provisions of this Lease the right of Tenant to possession of the Premises and of the Project has ceased and Landlord under the terms of this Lease has such right of possession even though the Term of this Lease has not expired, Tenant shall and will surrender and deliver up the Project and its related improvements and property and the Premises into the possession and use of Landlord immediately, and Tenant hereby acknowledges and agrees that Landlord shall have the right in any such event to enter into and upon said Premises and the Project, to take possession thereof, with or without process of law, and the right to expel and remove Tenant, using such force as may reasonably be necessary, and such entry or possession shall not constitute a trespass or forcible entry or detainer.

#### 13.03 Additional Rights Of Landlord.

In connection with Landlord's repossession of the Premises and the Project as referred to in this Article 13, Tenant covenants and agrees:

A. Landlord shall have a right to continue to operate the Premises and the Project in the manner in which the same had been operated by Tenant prior to the occurrence of the event which led to such repossession.

B. Landlord shall be entitled to the use of the name under which Tenant has been operating the Premises and the Project and to all personal property owned by Tenant and used in connection with such operation, whether or not herein otherwise covered, all without compensation to Tenant; provided that nothing contained in this Subsection 13.03(B) shall empower Landlord to obligate Tenant for any debts or contracts for which Tenant is not obligated or liable under other provisions of this Lease.

C. Landlord shall have a right to use all of Tenant's records and other data in connection with the prior operation of the Premises and the Project and improvements.

*Article 14.*

*Defaults And Remedies.*

14.01 Events Of Default.

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

A. If Tenant shall fail to pay any installment of Base Rent or Percentage Rent required to be paid by Tenant, when the same falls due under the provisions of this Lease and such default shall continue for 10 days after notice thereof by Landlord in writing to Tenant; or

B. If Tenant shall default in the payment as provided in this Lease of any Impositions, or other sums required by the terms hereof to be paid by Tenant and such default shall continue for 20 days after notice thereof by Landlord in writing to Tenant; or

C. Failure to commence construction of the Infrastructure Improvements, Project or any portion or Phase thereof on or before the dates set forth in Section 6.01(A) for commencement of construction; or

D. Failure to substantially complete construction of the Project or any portion or Phase thereof within the time period required by Section 6.01(H) of this Lease, subject to "force majeure" delays; or

E. If Tenant shall default in the performance of any other covenant, promise or agreement on the part of Tenant contained in this Lease and such default shall continue for 30 days after notice thereof in writing by Landlord to Tenant, or if such default or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Tenant shall not in good faith and within the period of 30 days commence the curing of such default and pursue the curing of such default continuously and diligently and in good faith to the end that such default shall be cured within such minimum period in excess of 30 days as may be reasonably necessary to cure such default through pursuing such cure promptly, diligently, continuously and in good faith. Provided, however, that such additional period beyond 30 days shall not apply to a default that creates a clear and present danger to persons or property or materially adversely affects the Landlord's interest in the Premises or the Project, or if the failure or default by Tenant is one for which Landlord (or any officer or other agent or beneficial or other owner thereof) may be subject to fine or imprisonment; or

F. If Tenant shall suffer or permit any lien or encumbrance (other than permitted pursuant to Article 12 hereof) to attach to the Premises or the leasehold interest of Tenant or the Project and Tenant shall not discharge said lien or encumbrance within 30 days or within 10 days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date shall first occur; or

G. If Tenant shall be declared bankrupt or insolvent or shall make an assignment of its property for the benefit of creditors; or

H. If Tenant shall consent to the appointment of a trustee or receiver of Tenant or for any portion of the Premises or the Project or its interest therein; or

I. If a trustee or receiver is appointed for Tenant or for its interest in the Premises or the Project or any parts thereof and such trustee or receiver shall not within sixty (60) days have been discharged, or Tenant has not within sixty (60) days taken appropriate action to secure a review of such appointment and to appeal therefrom and to stay the taking of possession by such trustee or receiver pending such review or appeal; or

J. If bankruptcy, reorganization, arrangement or liquidation proceedings or relief under any bankruptcy law or other law for the relief of debtors are instituted by or against Tenant, and if instituted against Tenant are consented to by it or are not dismissed within 60 days after such institution; or

K. Tenant shall default under the terms of any Leasehold Mortgage and such default continues beyond any applicable notice, grace and cure periods.

#### 14.02 Termination.

Upon the occurrence of any Event of Default, Landlord may (except as otherwise provided in or as may result from the provisions of Section 12.04 and subject always to the provisions of said Section 12.04) at its option exercise any one or more or any combination of any one or more of the following remedies:

A. Landlord may at any time during the continuance of such Event of Default terminate this Lease and declare the Term ended by giving Tenant notice of such termination stating the date upon which such termination shall take effect, which date shall not be earlier than 10 days from the date of Tenant's receipt of such notice, whereupon this Lease and the Term shall expire and terminate on the date specified in such notice and Landlord shall thereupon have the right without further notice and either with or without process of law to re-enter the Premises and to remove Tenant and to repossess the Premises and the Project. Notwithstanding the foregoing, if such Event of Default pertains only to Tenant's failure to timely commence construction of the Project or any Phase thereof or to Tenant's failure to Substantially Complete construction of the Project or any Phase thereof within the periods designated in Section 6.01(H) and Tenant has Substantially Completed one or more Phases pursuant to



Section 6.01, Landlord shall terminate this Lease only with respect to the Phases and the Parcels corresponding thereto that are not then Substantially Complete.

B. Landlord may at any time during the continuance of such Event of Default terminate the right to possession of the Premises and the Project, and any parts thereof, by Tenant and all persons or other entities claiming by, through or under Tenant, by giving Tenant notice of such termination of possession, stating the date upon which such termination shall take effect (which date shall not be earlier than 10 days from the date of Tenant's receipt of such notice), whereupon Tenant and all persons or other entities claiming by, through or under Tenant shall then quit and surrender the Premises and the Project to Landlord, but Tenant shall remain liable as provided in Section 14.03. Notwithstanding the foregoing, if such Event of Default pertains only to Tenant's failure to timely commence construction of the Project or any Phase thereof or to Tenant's failure to Substantially Complete construction of the Project or any Phase thereof within the periods designated in Section 6.01(H) and Tenant has Substantially Completed one or more Phase pursuant to Section 6.01, Landlord shall terminate Tenant's right to possession under this Lease only with respect to the Phases and the Parcels corresponding thereto that are not then Substantially Complete.

C. Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by suit or suits in equity or at law for the specific performance of any covenant or agreement herein contained or for the enforcement of any other appropriate legal or equitable remedy; and

D. Landlord shall be entitled to recover from Tenant all the rent and other sums payable by Tenant or for which Tenant may be obligated for the period up to and including the date that this Lease expires or is sooner terminated (exclusive of options to renew which have not been exercised), and all costs and expenses, including court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder, and any other actual damages which Landlord shall have sustained by reason of the breach of any of the terms, covenants, or conditions of this Lease.

#### 14.03 Landlord's Rights Upon Termination.

Upon the termination of Tenant's right of possession without terminating this Lease, either pursuant to the provisions of Subsection 14.02(B) or by summary dispossession proceedings or under any provisions of law now or at any time hereafter in effect by reason of a default under or breach of this Lease on the part of Tenant, Landlord may, but need not, at any time and from time to time, relet the Premises and let the Project and its related improvements or any part or parts thereof, for the account of Tenant or otherwise, and collect the rent therefor, applying the same first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises or in taking possession of the Project, and its related improvements including legal expenses and reasonable attorney's fees, and for putting the same into good order or condition for rental and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or about reletting the Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting may be for the remainder of the Term as originally

granted or for a longer or shorter period. In any such case, or in case of the termination of this Lease pursuant to Subsection 14.02(A), and without limiting any rights hereinbefore conferred upon Landlord in the event of Tenant's default or in the event of Landlord's repossession of the Premises, and whether or not the Premises or any part thereof be relet, Tenant shall pay to Landlord the Rent, Impositions and all charges or impositions required to be paid by Tenant up to the time of such termination of this Lease or the time of such termination of the right of possession without terminating this Lease, as the case may be, and thereafter, in case of the termination of the right of possession and without terminating this Lease, Tenant covenants and agrees, if required by Landlord, to at Landlord's election, either (i) immediately pay Landlord the then present value of the Rent and Impositions (as reasonably estimated) due for the balance of the Term or (ii) pay to Landlord until the end of the Term the equivalent of the amount of all the Rent and Impositions and all other charges or impositions required to be paid by Tenant, less the net avails of reletting, if any, and the same shall be due and payable monthly by Tenant to Landlord, that is to say, Tenant shall pay to Landlord the amount of the deficiency then existing, together with the costs and expenses of Landlord. Tenant further agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 14.03 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. The provisions of this Section 14.03 shall not in any way limit or restrict the rights of Landlord under Section 13.03.

#### 14.04 Re-entry.

Tenant agrees, upon receipt of notice of termination, to at once surrender possession of the Premises, the Project and related improvements to Landlord, and Tenant expressly waives (to the full extent permitted by law) the service of any other notice of intention to terminate this Lease or of intention to re-enter which may be provided for by any statute or other law, and agrees that the occurrence of any Event of Default shall of itself, upon service of the notice above provided for, constitute a forcible detainer by Tenant of the Premises within the meaning of the statutes of the State of Illinois. No receipt of money by Landlord from Tenant after any termination, howsoever occurring, of this Lease shall reinstate, continue or extend the Term of this Lease.

#### 14.05 No Waiver.

The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future application and enforcement of such covenant or option. A receipt by Landlord of Rent or any other charges payable by Tenant hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by

Landlord of any provision of this Lease shall be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, conditions or provisions of this Lease.

*Article 15.*

*Condemnation.*

15.01 Total Taking.

In the event that at any time during the term of this Lease all or substantially all of the Premises and the Project or all access thereto shall be taken or condemned by any competent authority for any public or quasi-public use or purpose by the exercise of the power of eminent domain (hereinafter referred to as "Condemnation Proceedings"), then this Lease shall terminate and expire as of and on the date of such taking, and the entire award or awards of damages allowed to Landlord and Tenant shall be deposited in escrow with an escrow trustee approved by Landlord and disbursed as follows:

A. Landlord shall first be paid that portion of said award which is allocable to and represented by the value of Landlord's interest in and to the Premises and the Project and related improvements, and in determining the amount so allocable to Landlord's interest the provisions of Subsections 15.01(B) or 15.01(C), as the case may be, shall govern and apply and shall be binding on Landlord and Tenant.

B. In the event of such total taking and if under applicable law it is required or permitted that the condemning or judicial authorities concerned shall make, and any judgment, order or decree entered in any such Condemnation Proceedings is required or permitted to provide for, separate awards to Landlord and Tenant as compensation for the taking of their respective interests, then in such event Tenant (and, if required by applicable law or applicable court rules, Landlord) shall appropriately request that such separate awards be made in such Condemnation Proceedings (or any appropriate proceedings supplementary thereto) and the separate awards, as finally determined in such Condemnation Proceedings (Landlord and Tenant each respectively reserving, however, their full right of contest and appeal in connection therewith, as such right of contest or appeal may be provided for or may exist under applicable law), shall be conclusive and binding upon Landlord and Tenant and any person claiming by, through or under them or either of them. In any such event Landlord shall receive and retain from the funds deposited as aforesaid the amount of its separate award, and the balance remaining after first deducting the amounts provided for in the following items (i) and (ii), shall be paid to Tenant:

(i) The amount of Rent and any other amount owing up to the date of taking to Landlord from Tenant under any of the other terms of this Lease, shall be paid to Landlord; and

(ii) All Impositions which under terms of this Lease are provided to be paid by Tenant shall be deducted from Tenant's portion of the award and shall be either paid to Landlord to be used for the intended purpose or shall be applied directly to the payment of such Impositions.

C. In the event of such total taking and if under provisions of applicable law separate awards are not permitted and instead applicable law provides for and requires the payment of a lump sum as compensation for the respective interests of Landlord and Tenant, without allocation as between the respective interests, then and in such event the portions thereof allocable to the respective interests of Landlord and Tenant in and to the Premises and the Project shall be determined on the basis of the respective values of such interests, whereupon such single award shall be disbursed as follows:

(i) Landlord shall first be paid that portion of the said single award so allocated to and represented by the value of its interest in and to the Premises and its herein provided interest in the Project and related improvements; and

(ii) Tenant shall be entitled to receive and retain, as compensation for its entire interest in the Premises and the Project, the balance of the portion of the said single award so allocated to its said interest which shall remain after first deducting therefrom and payable to or applying for the benefit of Landlord, as the case may be, the amounts prescribed to be so payable or applied by the provisions of items (i) and (ii) of Subsections 15.01(B), it being the intent hereof that all the provisions of said items (i) and (ii) shall be equally applicable under this Subsection 15.01(C).

#### 15.02 Partial Taking.

In the event of a partial taking and if under applicable law it is required or permitted that the condemning or judicial authorities concerned shall make, and any judgment, order or decree entered in any such Condemnation Proceedings is required or permitted to provide for, separate awards to Landlord and Tenant as compensation for the taking of their respective interests, then in such event Tenant (and, if required by applicable law or applicable court rules, Landlord) shall appropriately request that such separate awards be made in such Condemnation Proceedings (or any appropriate proceedings supplementary thereto) and the separate awards as finally determined in such Condemnation Proceedings (Landlord and Tenant each respectively reserving, however, their full right of contest and appeal in connection therewith, as such right of contest or appeal may be provided for or may exist under applicable law) shall be conclusive and binding upon Landlord and Tenant and any person claiming by, through or under them or either of them. In such event the

aggregate of said separate awards shall be deposited in escrow with an escrow trustee approved by Landlord and disbursed as follows:

A. There shall first be paid to Landlord and Landlord shall retain the amount of Landlord's separate award.

B. The balance shall be applied and distributed in accordance with and pursuant to the provisions of Subsection 15.03(B).

#### 15.03 Allocation Of Award For Partial Taking.

In the event of a partial taking and if under applicable law the condemning authority is not permitted to make separate awards and instead applicable law requires that a single lump sum shall be paid and allowed as compensation for the respective interests of Landlord and Tenant without allocation as between their respective interests, then in such event the shares thereof respectively allocable to the respective interests of Landlord and Tenant in and to the portion or portions of the Premises and the Project taken by such condemnation shall be determined on the basis of the respective values of such interests, whereupon such single award shall be disbursed as follows:

A. Landlord shall first be paid that share of the said single award so allocated to and represented by the value of its interest in and to the so taken portion or portions of the Premises and its herein provided interest in and to the so taken portion or portions of the Project;

B. Tenant shall be entitled to receive and retain, as compensation for its entire interest in the Premises and its herein provided interest in and to the so taken portion or portions of the Project, the balance of the share of the said single award so allocated to and represented by its said interest in and to the so taken portion or portions of the Premises and its said interest in and to the so taken portion or portions of the Project which shall remain after first deducting from such share and paying or applying the following payments and applications:

(i) The amount of Rent and any other amount owed to Landlord, together with all unpaid Impositions; and

(ii) Next there shall be made available to Tenant so much as may be necessary to restore, repair and rebuild the Project and related improvements in such manner that the condition and nature thereof after such restoration, repairing and rebuilding shall be substantially equivalent to (or, at Tenant's option better than) the type and character of improvements immediately prior to such partial taking, subject to giving effect to any reduction in the area of the Premises resulting from such taking; it being understood that Tenant's obligation to restore, repair and rebuild shall be absolute whether or not the amount remaining in the funds

referred to shall be sufficient to defray the costs thereof and Tenant shall pay the deficiency, if any; and

C. The remaining balance of such single award shall be paid to Tenant.

#### 15.04 Adjustment Of Base Rent For Partial Taking.

Effective as of the date of the taking by Condemnation Proceedings the then amount Base Rent payable by Tenant during the remainder of the Term of this Lease shall be adjusted on an equitable basis based on the reduction in the land area of the Premises.

#### 15.05 Voluntary Conveyance.

The Premises and the Project or any part thereof shall be deemed to be taken by Condemnation Proceedings within the meaning of the foregoing provisions upon the transfer of possession thereof to the condemning authority.

#### 15.06 Temporary Takings.

If the temporary use of the whole or any part of the Premises and the Project shall be taken by Condemnation Proceedings as hereinabove referred to, this Lease shall not terminate by reason thereof and this Lease shall not be reduced or affected thereby in any way, and Tenant shall continue to pay in full the Rent, Impositions and other charges herein provided to be paid or assumed or reimbursed by Tenant, and, except only to the extent that Tenant is prevented from so doing by reason of any order of the condemning authority, Tenant shall continue to perform and observe all of the covenants, conditions and obligations hereof which are herein provided to be observed or performed by Tenant, all to the same extent and with the same force and effect as if such temporary use or taking had not occurred. Any award for such temporary taking, whether paid by way of damages, rent or otherwise shall be received, held and disbursed in the manner following:

A. If the taking is for a period not extending beyond the Term of this Lease, the same shall be allocated, held and distributed as follows:

(i) An amount equal to the sum of (x) the Base Rent for the entire period of such temporary use or taking, plus (y) the estimated amount of the Impositions for such period (computed on the basis of the most recently ascertainable information) shall be deposited with an escrow trustee acceptable to Landlord and shall be from time to time applied to the payment of Base Rent and Impositions as the same from time to time become due and payable;

(ii) The amount jointly agreed upon by Landlord and Tenant as the estimated amount required to be expended upon the termination of such temporary use or occupancy to restore the Project as nearly as may be reasonably possible to the condition in which same was immediately prior to such taking, shall be reserved and shall be used and available for use for such purposes; and

(iii) The remainder shall be paid over to and become the property of Tenant less, however, the amount of any Rent or other charges then owing by Tenant to Landlord under the provisions of this Lease, and the amount so deducted shall be paid to or upon the order of Landlord.

B. If the taking for temporary use is for a period extending beyond the Term of this Lease (plus any extension period pursuant to an exercised option), the award or payment for such temporary use shall be apportioned between Landlord and Tenant in the ratios, respectively, that the period of such temporary use extending beyond the Term of this Lease (plus any extension period), and the part of such temporary use falling before said expiration date, bear to the entire period of such temporary use. Tenant's share thereof resulting from the allocation provided for by the preceding sentence shall be distributed in accordance with the provisions of Subsection 15.06(A) and the portion thereof applicable to Landlord shall be forthwith paid over to or upon the order of Landlord.

#### 15.07 Space Tenants.

If in connection with or as a part of any such Condemnation Proceedings, any Space Tenants shall become or be entitled to any portion of any award or payment on account of any taking provided for or referred to in this Article 15, the amount of such award or payment shall in any computation or accounting pursuant to any of the provisions of this Article 16 be allocated to or charged against, and shall be paid out of the share or portion thereof otherwise applicable to Tenant.

### *Article 16.*

#### *Liability Of Successors And Assigns.*

#### 16.01 Binding Effect.

Subject to the provisions of Section 16.02 and Section 16.03 of this Article, the covenants, agreements, provisions, conditions and limitations herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and of Tenant, its permitted successors and assigns.

#### 16.02 Successor Landlords.

Landlord may convey the Premises or assign its interest in this Lease. Landlord shall notify Tenant in writing of its intention to transfer or assign its interest in this Lease. In the event the Landlord named in this Lease, or any successor Landlord, shall convey the fee simple title to the land constituting the Premises, then the Landlord so conveying or transferring shall be automatically freed and relieved from and after the date of such conveyance or transfer of and from all liabilities and obligations, express or implied, on the part of Landlord contained in or resulting from this Lease, and each successor transferee or grantee of the fee simple title to said land shall become and be bound by such covenants and obligations, express or implied, but only during the period, respectively, of such grantee's or transferee's respective ownership of such fee simple title.

#### 16.03 Successor Tenant.

In the event of any sale, conveyance or assignment by the Tenant of its interest in this Lease which is approved in advance by Landlord in writing and otherwise in compliance with the provisions of this Lease, the Tenant named herein shall, from and after the date of such approved sale, conveyance or assignment automatically freed and relieved from all liabilities and obligations hereunder other than the obligations of Tenant under Section 24.13 hereof and any successor Tenant so selling, assigning or conveying shall thereafter be liable for any and all obligations on the part of the Tenant contained in or resulting from this Lease.

### *Article 17.*

#### *Estoppel Certificates.*

#### 17.01 Tenant Estoppel Certificates.

Tenant agrees at any time and from time to time upon not less than 20 days prior request by Landlord but not more than twice per Lease Year to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the date to which the Rent and Impositions have been paid, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in the observance or performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section 17.01 may be relied upon by any prospective purchaser, transferee, assignee or mortgagee of the Premises.



#### 17.02 Landlord Estoppel Certificates.

Landlord agrees at any time and from time to time, but not more than twice in any Lease Year, upon not less than twenty (20) days prior request by Tenant to execute, acknowledge and deliver to Tenant a statement in writing signed by the Commissioner of the Department of Aviation certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the date to which the Rent has been paid, and stating whether or not to the best knowledge of the signer of such certificate Tenant is in default in the observance or performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section 17.02 may be relied upon by any permitted prospective purchaser, transferee, assignee or mortgagee of the leasehold estate.

#### *Article 18.*

##### *Covenants To Run With Land.*

All the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Landlord and Tenant respectively (except as otherwise provided in Article 17) as fully as if such words were written whenever reference to Landlord and Tenant occur in this Lease.

#### *Article 19.*

##### *Cumulative Remedies -- No Waiver -- No Oral Change.*

#### 19.01 Cumulative Remedies; No Waiver.

The specified remedies to which Landlord may resort under the Terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of any rent or other payment hereunder with or without knowledge of the breach of any covenant hereof shall not be

deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, conditions or provisions of this Lease.

#### 19.02 Entire Agreement.

This Lease constitutes the entire agreement of the parties and may not be modified or supplemented except by a written instrument signed by the party against whom enforcement of the change is sought. Landlord has made no representation or agreements to Tenant which are not set forth in this Lease.

#### *Article 20.*

#### *Notices.*

Except as otherwise expressly provided herein, all notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant c/o Thomas Snitzer, Snitzer and Associates, 737 North Michigan Avenue, Chicago, Illinois 60611, with copies to Paul King, UBM, Inc., 330 South Wells Street, Chicago, Illinois 60606, Thomas J. Murphy, Esq., 179 West Washington Street, Chicago, Illinois 60602, and Alvin C. Katz, Esq., Neal, Gerber, Eisenberg & Laurie, 208 South LaSalle Street, Chicago, Illinois 60604, or at such other places as Tenant may from time to time designate in a written notice to Landlord. All notices, demands and requests by Tenant to Landlord shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Commissioner, Department of Aviation, City of Chicago, 20 North Clark Street, Chicago, Illinois 60602, with copies to Corporation Counsel, City of Chicago, 121 North LaSalle Street, Room 511, Chicago, Illinois 60602 or at such other place or to such other persons as Landlord may from time to time designate in a written notice to Tenant. Notices, demands and requests which shall be served upon Landlord or Tenant by mail in the manner aforesaid shall be deemed received and sufficiently served or given for all purposes hereunder three (3) days after the date such notice, demand or request shall be mailed by United States registered or certified mail as aforesaid in any post office or branch post office regularly maintained by the United States postal authorities.

#### *Article 21.*

*Exculpatory Clause.*

21.01 Landlord's Exculpation.

Landlord, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Landlord of any of its obligations. Tenant (and any person claiming by or through Tenant) shall look solely to the equity of the owner of the Premises in the fee title to the Premises at the time of the breach or default for the satisfaction of any remedies of Tenant. Such exculpation of liability shall be absolute to the full extent permitted by law and without any exception whatsoever.

21.02 Tenant's Exculpation.

Tenant, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Tenant of any of its obligations. Landlord (and any person claiming by or through Landlord) shall look solely to the Tenant's interest herein and in the Project at the time of the breach or default for the satisfaction of any remedies of Landlord. Such exculpation of liability shall be absolute to the full extent permitted by law and without any exception whatsoever.

*Article 22.*

*Option To Extend.*

Tenant shall have the option to be exercised in strict compliance with this Article, to extend the term of this Lease for a single period of thirty (30) years, upon the following terms and conditions:

(a) At the time of the exercise of such option and at the time of commencement of the extension period, no Event of Default shall exist with respect to the performance of any of the terms, covenants and conditions contained in the Lease.

(b) The thirty (30) year extension period shall commence upon the Expiration Date of the original term of this Lease and shall continue for thirty (30) Lease Years thereafter.

(c) The Lease as extended shall be upon the same terms, covenants and conditions as provided in this Lease.

(d) Tenant shall exercise its option to extend the Term of this Lease by notifying Landlord in writing at least six (6) months prior to the Expiration Date of Tenant's election to exercise such option. Upon Landlord's receipt of such notice, this Lease shall be deemed to be extended for the period specified herein, subject to the provisions of this Section, without execution of any further instrument; provided that either party may request the other to cooperate in the execution of a recordable instrument.

(e) If Tenant fails or omits to give Landlord the written notice required hereby for the extension option on or before the date specified, it shall be deemed, without further notice and without further agreement between the parties hereto, that Tenant elected to exercise such option to extend the terms of this Lease. In the event that Tenant fails or omits to exercise its first option to extend the term of this Lease, this Lease shall nevertheless be automatically extended.

*Article 23.*

*Affirmative Action/Equal Opportunity.*

Tenant agrees that in performing under this Agreement it shall neither discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor commit any unfair employment practice. Tenant further agrees to comply with the requirements of all federal, state and local laws, statutes, ordinances, regulations, and executive orders prohibiting such discrimination, including, without limitation, the requirements of 14 C.F.R. Part 152 of the United States Code of Federal Regulations.

Tenant covenants and agrees to implement the Affirmative Action Policy and Plan attached hereto as Exhibit D and by this reference made a part hereof.

*Article 24.*

*Miscellaneous.*

24.01 Provisions Severable.

If any term or provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### 24.02 Choice Of Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

#### 24.03 Execution And Delivery.

This Lease shall bind Tenant and Landlord upon its approval by the City Council and execution thereof by Landlord and Tenant.

#### 24.04 Corporate Authority.

Simultaneously with the execution and delivery of this Lease by Tenant, Tenant shall deliver to Landlord:

A. True and correct copy of the partnership agreement establishing Tenant as a partnership or joint venture.

B. Certified resolutions of its board of directors of any corporate partner of Tenant executing this Lease on behalf of Tenant authorizing the execution and delivery of this Lease.

C. A certificate of incumbency executed by the secretary of any corporate partner of Tenant executing this Lease on behalf of Tenant identifying by name, office and facsimile signature the officers of such corporate partner.

D. A current certificate of good standing issued by the Secretary of State of the state of incorporation of any corporate partner of Tenant executing this Lease on behalf of Tenant.

E. The opinion of Tenant's counsel, in a form satisfactory to Landlord, that this Lease is valid and binding upon Tenant in accordance with its terms.

#### 24.05 No Brokers.

Landlord and Tenant each represents and warrants to the other that it has dealt with no broker, finder or agent with respect to this Lease or the Premises, and each agrees to indemnify, defend and hold Landlord harmless the innocent party from any commissions or finder's fees which any entity or person may assert is due as a result of the execution of this Lease or the demise of the Premises to Tenant.

#### 24.06 Costs And Expenses.

Tenant shall pay or reimburse Landlord for all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with enforcement of any of its provisions in the event of an Event of Default unless a court of competent jurisdiction rules that Tenant was not in default.

#### 24.07 Release Of City.

Landlord shall not be liable to Tenant, or to Tenant's subtenant's, agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport.

#### 24.08 Regulating The Airport.

Except as otherwise set forth herein, Landlord reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in Landlord's sole discretion.

#### 24.09 Nonliability Of City.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts or omissions in the maintenance and operation of the Airport.

#### 24.10 Incorporation Of Proposal.

To the extent not otherwise addressed in or inconsistent with this Lease, the requirements and commitments of Tenant as set forth in the Proposal are incorporated herein and made a part hereof and Tenant hereby reaffirms the representations made in the Proposal and represents that there have been no material changes in the information provided in the Proposal.

#### 24.11 Conflicts Of Interest.

Tenant represents and warrants that no member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the Project has any personal interests, direct or indirect, in the Lease or the Project.

Tenant covenants that no member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago or other unit of government exercising any functions or responsibilities in connection with the Project or the Lease shall acquire any interest direct or indirect in Tenant or the Project or this Lease.

#### 24.12 Chicago First Agreement.

Tenant covenants and agrees to act diligently and in good faith to negotiate and execute a Chicago First Hiring Program Agreement with the Mayor's Office of Employment and Training of the City of Chicago substantially in the form of Exhibit E attached hereto and made a part hereof.

#### 24.13 In-Kind Contributions.

Tenant agrees to diligently and in good faith perform the in-kind contributions to neighborhood development projects in the City of Chicago in accordance with Exhibit F attached hereto and made a part hereof.

#### 24.14 Time Of The Essence.

Time is of the essence with respect to this Agreement.

In Witness Whereof, Landlord and Tenant have respectively executed this Lease on the date and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A" and "A-1" attached to this lease printed on pages  
26302 through 26305 of this Journal.]

Exhibits "B" through "F" attached to this lease read as follows:

*Exhibit "B".*

*Permitted Exceptions.*

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*Exhibit "C".*

*Description Of Property.*

It is contemplated that the Project will be a technical/service center to be constructed in four (4) phases, which are proposed to consist of the following improvements:

Phase 1 -- A service center complex contemplated to contain approximately 130,000 gross square feet in the aggregate on a site of approximately 300,000 square feet, to include a loading area and parking for use by tenants.

Phase 2 -- A service center complex contemplated to contain approximately 130,000 gross square feet in the aggregate on a site of approximately 300,000 square feet, to include a loading area and parking for use by tenants.

Phase 3 -- A service center complex contemplated to contain approximately 170,000 gross square feet in the aggregate on a site of approximately 300,000 square feet, to include a loading area and parking for use by tenants.

Phase 4 -- An office complex contemplated to contain approximately 730,000 gross square feet on a site of approximately 1,220,000 square feet, to include a parking structure for use by tenants.



*Exhibit "D".*

*O'Hare Technical Center Associates.*

*Policy Statement On Affirmative Action And*

*Equal Employment.*

O'Hare Technical Center Associates (O.T.C.A.) a joint venture is committed to the goal of equal and representative opportunities for minorities and women.

The philosophy of the O.T.C.A. in the development and management of quality commercial properties is based upon prudent business principles, combined with a creative and flexible view towards providing opportunities to minorities and women. Its day-to-day challenge in operating properties is to provide and manage such space with care and attention to detail which is unparalleled in its market place. Similar high standards will also be brought into action in efforts related to equal opportunity and participation by Minority/Women Business Enterprises (M.B.E./W.B.E.). Affirmative action is an essential element in any development process, and O.T.C.A. will establish and implement an honorable, progressive, innovative, and goal-oriented program that serves appropriate sectors of the community. This affirmative action program is in recognition of the fact that certain individuals have, for one reason or another, been unable to benefit fully from the opportunities available to all members of our society. The O.T.C.A. also recognizes that successful Affirmative Action/E.E.O. programs are important to the continued growth and vitality of the City of Chicago.

With respect to the O.T.C.A.'s internal operations, management will aggressively pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. The O.T.C.A. will not countenance discrimination against any employee or applicant because of race, sex, marital status, national origin, age, or the presence of physical handicaps unrelated to ability. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, demotions, transfers, recruiting, advertising, layoffs, terminations, compensations, and benefit programs. All managers will be responsible for the implementation of this policy and for compliance with all applicable state and federal laws and regulations.

O.T.C.A. has adopted a policy of equal employment opportunity in all on-site construction trades and will require the inclusion of this policy statement and established goals in all contracts and subcontracts at any level. Additionally, the O.T.C.A. will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Joint Venture's employees are assigned to work. All on-site supervisory personnel will be made aware of and will be responsible for

maintaining such a working environment, with specific attention to minority and/or female individuals.

O.T.C.A. is committed to an affirmative action-oriented comprehensive program for M.B.E./W.B.E. business development as well as minority and female employment. O.T.C.A. wants to ensure that maximum opportunities exists for such firms and such individuals, and will comply with all established City of Chicago goals and objectives as they relate to the utilization of minority and women owned firms, employment of minorities and women, and utilization of local firms and City of Chicago residents.

[Signature forms omitted for printing purposes.]

O'Hare Technical Center Associates

Affirmative Action E.E.O. Program And Plan.

#### A. Introduction.

O'Hare Technical Center Associates (the Joint Venture) has brought together diverse skills and years of experience in a variety of disciplines to insure a development that is fresh and vibrant, yet integral to the surrounding area. Our approach is one of finding a market need and fulfilling that need in a way that transcends the current potential for a specific site, and yet is congruent with adjacent properties.

These same skills and capabilities will be applied to the Joint Venture's Affirmative Action/Equal Opportunity Program. The Joint Venture commits to attaining the goals and objectives outlined in O'Hare Airport Site 19 RFP No. 70- 88-2421 with addendum. We make this commitment in response to our perception that there exists a dramatic disparity between the minority and female population of the City of Chicago and the percentage of public sector contracting expenditures placed with such minorities and females. It is apparent that this disparity is most likely the result of present effects of past discrimination and of public and private purchasing procedures and policies that are ostensibly objective and neutral, but that result in unequal contracting opportunities to women, blacks, hispanics and other minorities.

In an effort to ensure that the development of this project benefits from the participation of, especially, minorities and women, O'Hare Technical Center Associates (the Joint Venture) has developed, at its own expense and in the absence of any mandated public obligation, the Affirmative Action Program that is outlined on the following pages. The following section describes the Joint Venture's philosophy and the process by which it hopes all groups within this City can participate in this exciting new development.

The Affirmative Action Program is intended to be progressive, created and goal-oriented, and establishes a mechanism to achieve significant results for minority and female business owners and employees, the City of Chicago and its entire citizenry.

### Definitions.

As used in this Affirmative Action Program, terms shall have the following meanings:

"Minority" means a person who is a citizen or lawful resident of the United States and who is Black; Hispanic; Asian-American and Pacific Islander; American Indian or Alaskan native.

"Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled (as herein defined) by one or more minority persons.

"Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or jointly venture in which at least 51 percent of the beneficial ownership interests legitimately are owned by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests are owned by minority persons or women.

"Controlled" shall be determined by considering the degree to which minority group members or women participate in direction and management of the partnership, corporation, joint venture or other entity, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets and profits of the business.

"Eligible M.B.E., W.B.E., Firm" includes any qualified contractor or subcontractor providing labor, services, products or materials for the project, who has been certified through the City of Chicago Certification Program.

"Contractor" means any person who has a contract with the Joint Venture (in which the parties do not stand in the relationship of an employer and an employee), providing labor, services, products and materials for the project.

"Subcontractor" means any person who has such contract with a contractor or with a subcontractor providing labor, services, products and materials for the project.

"Joint Venture" means an association of two or more businesses to carry out a single business enterprise in which they may combine their property, capital, efforts, skills, and/or knowledge. 100% of the total dollar value of a contract with a joint venture consisting of eligible firms is counted toward the applicable M.B.E. or W.B.E. goal. 100% of the total dollar value of a contract with a joint venture with a minimum of 51% participation by an eligible firm is counted toward the applicable M.B.E. or W.B.E. goal. A pro rata credit toward the applicable M.B.E. or W.B.E. goal is given to a joint venture where there is less than 51% participation by eligible firm.

"Pre-Award" means any contract for specific work to be performed, made between the Joint Venture and the contractor, prior to the General Contract award.

"Supplier" means any firm with two or more employees occupying space for both office and warehouse, which stocks products and/or product lines similar to the commodity being supplied for resale, with one or more vehicles utilized in the delivery of said product lines. Stocking distributors shall be eligible to receive 100% M.B.E./W.B.E. credit towards affirmative action goals.

"Distributor" means a firm which maintains an inventory in most of the items sold either committed or uncommitted to existing customers. (If a square foot criteria is used above, this could indicate warehouse space over broker level).

"Dealer/Broker" means any company which acts as a middleman between the manufacturer or primary distributor and the end user; which takes title to the goods sold at some point in the transaction but does not take possession. Broker designation shall be applied to those firms which maintain minimal inventories and do not take possession of the major portion of goods sold. (Percent of items sold or square footage of warehouse space could also be used as criteria.) 20% of the total dollar value of a contract with an eligible firm is counted toward the applicable M.B.E. or W.B.E. goal if the firm is legitimately performing services as an agent or manufacturers representative.

#### Objectives And Goals.

Clear and concise goals have been established by the City of Chicago concerning R.F.P. No. 70-88-2421. The Joint Venture commits to achieve these goals at a minimum. Additionally, this Program and Plan is submitted to insure the City of Chicago has a clear understanding of the Joint Venture's methodology to insure achievement of the established goals and where possible, surpassing the goals.

Specifically, the Joint Venture commits to attain the following goals throughout the entire life of the project.

#### A. Minority Business Development.

##### 1. Minority and Women Business Enterprises:

25% minority participation with City of Chicago Certified Firms.

5% women business participation with City of Chicago Certified Firms.

##### 2. The above goals are committed to in the Pre-Construction, Construction and Operation phases of the project.

#### B. Equal Employment Opportunity.

1. Employment of Minorities and Women.

Minorities:

25% of journey worker and apprentice work hours.

40% of all laborer hours.

Women:

7% of journey worker and apprentice hours.

10% of all laborer hours.

2. Pre-Construction and Operations.

During these two periods the Joint Venture commits to use its "best efforts" to attain the following:

25% Minority Employment.

5% Women Employment.

50% Chicago Resident Employment.

Affirmative Action Consultant: Target Group, Inc.

The Joint Venture has retained the Target Group, Inc. to act as its Affirmative Action Consultant/Officer during the development of the O'Hare Technical Center.

Function of the Affirmative Action Consultant include:

- 1) Interaction with any pertinent agencies or organizations (e.g., City of Chicago and other representative organizations).
- 2) Coordination of the Affirmative Action Program of the Joint Venture.
- 3) Drafting the Affirmative Action Program.

- 4) Designing proper record-keeping systems for measuring efforts and achievement of goals.
- 5) Analyzing reports submitted on performance of contractors with respect to M.B.E./W.B.E. contracting and related to minority and women employment.
- 6) Implementing an Affirmative Action Program that includes:
  - Outreach to business associations and social agencies;
  - Conducting conferences for M.B.E./W.B.E. firms and interested local groups;
  - Outreach to unions with respect to Joint Venture's desire to provide employment opportunities for minorities, women, and local residents; and
  - Advertising opportunities in local (minority) media;
- 7) Tracking activities of all M.B.E./W.B.E firms for specific goal requirements.
- 8) Developing a monthly (short form) reporting mechanism.
- 9) Developing a quarterly (comprehensive narrative) reporting mechanism.
- 10) Preparing required reports during pre-construction construction and operations phases.
- 11) Operating as staff consultant to O'Hare Technical Center Compliance Committee, to insure participation in job site and/or contractor's meeting to discuss affirmative action performance.
- 12) Coordinating the development of a methodology for affirmative action and related record-keeping . Review and critique the process for adherence to procedures.
- 13) Providing information to local agencies, associations and/or civic groups throughout the process to explain all affirmative action efforts of the Joint Venture.

B. Pre-Construction Effort.

Development projects of the scope of O'Hare Technical Center requires specialists in every discipline. The emphasis on affirmative action as part of the development begins with a firm commitment on the part of O'Hare Technical Center Associates (the Joint Venture). An affirmative action consultant has been hired to assist the Joint Venture with the initial affirmative action program and will continue to advise the Joint Venture throughout the pre-construction, construction and operations phases of the project.

The Joint Venture expects to have M.B.E./W.B.E. participation in many areas of the pre-construction phase, including legal, architectural, engineering, public relations, marketing, signage, printing, reproduction and other related areas. Minority and female owned firms shall be retained for their expertise but their M.B.E./W.B.E. status will provide a positive statement about the Joint Venture's commitment to the utilization of such firms throughout the development process.

Pre-construction affirmative action efforts on the part of the Joint Venture have already included the following: (to be completed at a later date).

These initiatives demonstrate the intent of the Joint Venture to work with firms from the start who: 1) are minority or female-owned; 2) have a high degree of understanding about the affirmative action process; or 3) in agreement with the philosophy of the Joint Venture to utilize minorities and women-owned firms. It is the Joint Venture's intention to include in any and all contract documents relating to this development language that requires a commitment of 25% M.B.E. and 5% W.B.E utilization.

In order to expedite the O'Hare Technical Center construction schedule, certain contracts may be awarded prior to completion of full plans and specifications and selections of the General Contractor.

To ensure that an affirmative action program which assures the highest possible level of participation of M.B.E./W.B.E. firms and employment of minorities and women will be established and implemented, the Joint Venture's pre-award contract documents will contain the same affirmative action language that the General Contractor will eventually have in its contract. The language requires the contractors to commit to the goals the Joint Venture has established for the project. Pre-award contractors shall be required to submit an affirmative action plan and investigate opportunities for M.B.E./W.B.E. participation.

The importance of aggressive efforts to achieve significant M.B.E./W.B.E. participation and minority and women employment will be stressed at the highest corporate level to pre-award contractors. Meetings will be held with representatives of these contracting firms, the Joint Venture, and the Affirmative Action Consultant.

Initially, the contractors shall receive lists of firms that have expressed interests in the project and the most current M.B.E./W.B.E. directory from the City of Chicago.

### C. Construction Efforts.

The Joint Venture, acknowledging the successes in other development projects where affirmative action goals and efforts have been instituted, has developed an imaginative, innovative approach to encourage maximum minority and female participation on this project.

First, all awarded contractors (hired before or after the General Contract had been awarded) will be required to confirm their commitments to the goals outlined for the project. Compliance with a reporting system which measures results and efforts undertaken to achieve the goals will be incorporated into contract documents and the Joint Venture has devised a methodology to evaluate progress in this area. Additionally, procedures, reporting forms, M.B.E./W.B.E. directories, local certification/contracting association listings, and other similar information and advice will be disseminated to contractors throughout the construction process.

The Joint Venture's affirmative action policies and goals will be further emphasized at a variety of conferences, which will include formal presentations of M.B.E./W.B.E. prime subcontract goals, opportunities and efforts to date. These conferences will be directed to existing and potential subcontractors, suppliers, construction employees, local businesses, and the press, to inform these groups of the goals to be achieved, the products and services needed, the format for submittal of bids, and timing requirements, among other important concerns.

#### Affirmative Action As Part Of Contract Bidding Process.

#### Pre-Evaluation Of Contract Bidders.

Comprehensive affirmative action information will be sought from each bidding Contractor, after these entities are identified. The necessary information will include (at a minimum):

- Any present Affirmative Action Plans.
- Examples of affirmative action efforts in past projects, including joint ventures.
- Minority and female work-force utilization.
- Identification of Contractor personnel responsible for affirmative action.
- Other relevant affirmative action information provided by those Contractors bidding on the project.

The Affirmative Action Consultant will review with the Joint Venture the information concerning the Contract bidder's prior performance. This background information shall serve to measure the efforts of the bidders with respect to the bid proposal.



#### Interview With All Contract Bidders.

After the pre-evaluation of Contract bidders has taken place, an in-depth interview will be held with each of the bidding Contractors to further discuss past and anticipated affirmative action efforts. The highest possible ranking representative of the Joint Venture will personally stress the importance of aggressive efforts to each bidder in order to achieve significant M.B.E./W.B.E. participation and employment on the project.

Representatives of the Joint Venture will also review with each bidder the provisions regarding affirmative action activities set forth in this program that would be incorporated into the general contract. Bidders shall be made aware of what efforts are expected of prime contractors to aid the bidding Contractor in meeting its affirmative action goals through the development and distribution of an affirmative action/E.E.O. handbook. It will be further emphasized at a series of meetings that affirmative action responsibility and efforts are a critical component of the project and important to their success in preparing a successful bid proposal.

Following these interviews, a number of questions shall be prepared by the Affirmative Action Consultant. Representatives of the bidding Contractors will be contacted by telephone prior to the final date for bid submissions. Contractors will be asked to relate affirmative action experience (e.g. utilization of directories or other sources) to date as well as comment on elements of their proposed affirmative action program. Again, the purposes of these follow-up interviews will be to reiterate the Joint Venture's concern and commitment to a carefully prepared and innovative affirmative action program.

#### Additional Efforts During Contract Bidding Process.

Contact names and firms expressing interest in the project will also be provided to the bidding Contractors. At the same time, plans and specifications for the project will be supplied, at no cost, to selected minority business, trade, and community based organizations. These groups shall include the Chicago Urban League, National Association of Women Business Owners, CEDCO Contractors Division, Black Contractors United, National Association of Minority Contractors, Cosmopolitan Chamber of Commerce, Latino Institute, Association of Asian Construction Enterprises, among others. All Contract bidders will be made aware of this distribution and will be urged to aggressively pursue M.B.E./W.B.E. participation.

Additional activities or M.B.E./W.B.E. involvement that contributed to or would contribute to an innovative and committed affirmative action program are to be highlighted by the Contract bidder. Any special awards, recognition, or performance related to minority business participation and employment shall also be documented by the Contract bidder as part of its Affirmative Action Plan.

Affirmative Actions Part Of Contract Award Process.

General Contract Affirmative Action Language.

Once awards are made, Contract documents provided by the Joint Venture will incorporate the requirements of the Affirmative Action Program. This language will govern the activities of the General Contractor and its subcontractors. The provisions will be deemed to be incorporated into any contract for labor or materials entered into by the General Contractor.

The General Contractor shall be responsible for administration of these provisions as well as for measuring affirmative action efforts of all of its subcontractors. The Joint Venture will instruct the General Contractor to inform all participating subcontractors in writing of M.B.E./W.B.E. requirements and affirmative action provisions that would be part of the project.

The General Contractor will be expected to use demonstrated successful techniques, as well as new methods, to achieve its affirmative action goals.

Commitment To Goal Attainment.

In order to assure the Joint Venture of diligent and sustained attention to the provisions of the Affirmative Action Program as set forth herein, the Joint Venture will require the awarded General Contractor to commit to all affirmative action goals in its contract with the Joint Venture. This commitment is to be applied to all of the General Contractor's subcontracts, and shall be included in any agreements for purchase of service and/or supplies.

Cooperation On "Stretch" Goals.

The General Contractor shall be encouraged to cooperate on "stretching" its goals wherever opportunities present themselves, in order to improve the actual percentage of minority and female participation. For example, if M.B.E./W.B.E. participation goals are met early in the project, the Joint Venture expects the General Contractor to aggressively continue its affirmative action efforts and exceed the agreed upon goals, where possible, e.g., purchasing supplies/materials on a continued basis from M.B.E./W.B.E. firms, as third-tier subcontracting efforts. The cooperation of the General Contractor with respect to "stretch goals" will be a critical component of the Joint Venture's overall efforts.

General Contractor Affirmative Action Officer Responsibilities.

The General Contractor shall be required to identify its own Affirmative Action Officer. This Officer will be required to attend meetings of the Joint Venture and Contractors in connection with affirmative action and will be responsible for the prompt submission of any required reports. The Officer will also be required to meet with the Affirmative Action Consultant for the project, on an 'as needed' basis. This individual will be responsible for the day-to-day evaluation efforts as they relate to the Joint Venture's Affirmative Action Program.

D. Outreach Conferences.

Subcontractor's Conference.

The Joint Venture's M.B.E./W.B.E policies and goals will be emphasized at a Subcontractor's Conference which will include a formal presentation of the M.B.E./W.B.E. prime subcontract goals and efforts to date. Existing subcontractors on the job will also be able to review strategies to help them meet their goals, consider joint venture partners and receive assistance in creating job efforts.

Both existing and potential subcontractors will be invited to participate in this conference. The General Contractor, representatives from the Joint Venture and its Affirmative Action Consultant, any interested contracting organization representatives, and minority and female contracting firms will also be in attendance.

Invitations to this conference will describe generally the goals to be achieved, the products and services needed, the format for submittal of bids, and timing requirements. Requests for bids are expected to be sent out following the conference to those firms expressing interest in participating in the subcontractor bidding process.

The following organizations will receive a letter describing the O'Hare Technical Center project and the Subcontractor Conference to be held requesting their assistance in inviting minority and women firms to participate in the conference. The organizations will be asked to disseminate the information to those firms who have a high potential for obtaining work on the project.

1. Association of Asian Construction Enterprises  
333 North Ogden Avenue  
Chicago, Illinois 60607  
Attention: Mr. Linval Chung, President  
421-4711
  
2. Black Contractors United  
1641 North Milwaukee Avenue  
Chicago, Illinois 60647  
Attention: Glenn M. Harston, President  
342-8484

3. Hispanic-American Construction Industry Association  
(H.A.C.I.A.)  
222 West Adams Street  
Chicago, Illinois 60604  
Attention: Peter Martinez, Executive Director  
641-2907
4. Small Business Development Center For Women  
230 North Michigan Avenue -- Unit No. 1800  
Chicago, Illinois 60601  
Attention: Hedy Ratner  
853-3477
5. Chicago Regional Purchasing Council  
36 South Wabash Avenue -- Unit No. 925  
Chicago, Illinois 60602  
Attention: Mae Foster-Thompson  
263-0105

The Subcontractor Conference will cover the following topics:

1. Background information regarding the project and Joint Venture.
2. Description of the type of products and services (including second-tier subcontracting opportunities) required during the construction phase.
3. Affirmative action goals and requirements.
4. Bidding procedures, contact persons.
5. Certification, bonding, and payment procedures.

After a general overview, representatives of the Joint Venture, the General Contractor, prime subcontractors and interested minority and female subcontractors will participate in individual meetings with one another to gain a fuller understanding of what opportunities exist in each of the major trade areas.

Follow-up evaluation of the conference shall be conducted by the Chicago Regional Purchasing Council (C.R.P.C.) to determine contractor perception of the event and overall participation that results from the joining of M.B.E./W.B.E. to prime and general contractors.

Supplier Conference.

Supply opportunities on the project will be emphasized at a Supplier's Conference.

The primary purpose of the Supplier's Conference will be to present affirmative action goals to each contractor hired for the project and encourage each of them to enter into contracts with minority and women-owned supply firms. Announcements will be made by the Joint Venture and General Contractor of efforts taken to date to match qualified M.B.E./W.B.E. vendors with supply opportunities existing on the project. Prime subcontractors will be encouraged to communicate directly with women minority business organizations and potential minority and female-owned supply firms attending the conference as well as throughout the construction phase.

Participants at the conference will include representatives from the following:

- 1) O'Hare Technical Center Associates (Joint Venture).
- 2) Affirmative Action Consultant.
- 3) General Contractors.
- 4) Prime Subcontractors.
- 5) Interested Agencies and Organizations.
- 6) Minority and Female-Owned Supply Firms.

The General Contractor will be responsible for discussing performance/quality requirements and general goals and expectations for all M.B.E./W.B.E firms at this conference.

At the completion of the conference, those M.B.E./W.B.E. firms that are interested in submitting bids will request bid packets from the subcontractors attending the conference. Representatives of the General Contractor and its subcontractors will be available for phone consultation to provide additional assistance as bids are prepared. Specifications will be made available upon request.

Similar to the Subcontractor Conference, follow-up evaluation of the conference shall be performed to assess the usefulness of and participation generated by the event.

Business/Community Association Conference(s).

The Joint Venture intends to communicate affirmative action progress on the project to appropriate agencies and organizations who represent certain business and ethnic groups within the City. Those entities serving dual purposes between business and community shall be identified and invited to attend such conferences on a quarterly basis. Past and current efforts, recent accomplishments and opportunities for minority and female

contracts and/or employment on the project shall be presented. Discussion among these groups shall be highly encouraged, and recommendations by these groups and associations will be considered by the Joint Venture and its contractors.

#### Press Conference.

The Joint Venture will continue to move aggressively to meet and/or exceed the goals of the project. In order to ensure positive press and community feedback, a Press Conference, as well as other public relations efforts will be initiated. The Press Conference will provide a setting where interested local and national media sources can be informed of the affirmative action progress to date. This conference will be one component of a consistent, well-planned media management program developed to lend support and provide appreciation of the Joint Venture efforts to involve M.B.E./W.B.E. participation.

To implement this conference, the Joint Venture will:

- A. Identify and allocate a time convenient to all interested parties.
- B. Invite:
  - 1) Joint Venture Representatives.
  - 2) Affirmative Action Consultant.
  - 3) General Contractor.
  - 4) Prime subcontractors.
  - 5) Minority firms with awarded contracts.
  - 6) Daily, community and special interest newspaper reporters.
  - 7) Local and network radio and television reporters and/or personalities.
  - 8) Magazine (trade and special interest) reporters.
- C. Provide a forum to communicate affirmative action efforts undertaken and the project's opportunities for minorities, women and disadvantaged firms. This forum will also attempt to convey on a national level that the City of Chicago has superior development talent and when, combined with excellent minority partners, which prestigious projects can be developed that bring high praise to both the city and the developers.

#### E. Supplier Utilization.

The General Contractor's commitment to meet its goals for M.B.E./W.B.E. participation will likely be supported through direct contracts with M.B.E./W.B.E. firms. In addition, however, the overall Joint Venture's affirmative action goals will be attained by requiring that any non-minority prime subcontractors or suppliers will seek to enter into contracts with second and third tier contractors. Utilization of local suppliers and fabricators for materials and supplies will therefore be highly encouraged at every level of the project. Specific goals will be established among each prime subcontractor or supplier to the extent there are M.B.E./W.B.E. business opportunities within their contracts with the General Contractor. Subcontract goals will be established for minority as well as non-minority prime subcontractors.

The Joint Venture and General Contractor will review said goals at a Supplier Conference (See Section 3.2). At the conference, the sponsor will communicate what matching efforts have taken place related to supply opportunities and usage of qualified M.B.E./W.B.E. vendors and announce which supply areas are still available for M.B.E./W.B.E. participation. There will be a list of anticipated supply opportunities for the project generated prior to any supplier conference.

#### F. Post-Construction Efforts.

The Joint Venture has a commitment to use minority and female-owned firms in the operations of its facilities.

The operations phase of O'Hare Center will be an opportunity to continue the affirmative action efforts undertaken during the earlier phases of the project. To this end, the Joint Venture has outlined areas where roles exist for minorities and women after the building has been constructed.

#### Suppliers Of Services.

The Joint Venture will identify permanent opportunities for minorities and women in the supply, service and employment areas.

M.B.E./W.B.E. firms will be contacted to provide services in the areas listed below, but are not limited to only these areas:

- Building Maintenance.
- Landscaping.

- Window Washing.
- Security.
- Uniforms.
- Towel/Tissue.
- Cleaning Supplies/Janitorial.
- Refuse Removal.
- Electric.

#### Tenant Build-Out Opportunities.

It is the expectation of the Joint Venture that upon completion of the shell and core of the building, the aforementioned affirmative action goals will be in effect in connection with the construction of tenant premises by the Joint Venture. Interior and finish tradework including electric, plumbing, carpentry, plaster, et cetera will be available for potential M.B.E./W.B.E. participation.

#### G. Reporting Mechanisms.

##### Internal Reporting.

A specific objective of the Affirmative Action Program will be to review, analyze, critique and ultimately approve periodic updates on the affirmative action efforts on the project. To this end, a methodology for monthly review of efforts and their applicability to project goals will be developed and instituted. This system will be utilized to resolve any conflicts that may become apparent during the course of the project in relation to project goals.

Program reports of different aspects of the development will be prepared and presented at monthly meetings of the Joint Venture, General Contractor, Prime Contractors and the Affirmative Action Officers. The internal reports prepared by the General Contractor will include aggregate data related to M.B.E./W.B.E. contracting, total dollars awarded, minority and female employment and awards to small contractors prepared on a monthly, quarterly and twelve (12) month basis. Any additional efforts that took place on the part of the General Contractor or its subcontractors shall also be included in this internal report. This data will be evaluated to determine what appropriate measures should be undertaken in order to overcome any deficiencies indicated by the data.

##### Form Utilization.



The information collected for both the monthly, quarterly and twelve (12) monthly reports shall be included in forms developed by the Affirmative Action Consultant and prepared and submitted by the General Contractor and its subcontractors. The reports shall be verified by the appropriate affirmative action designee of the General Contractor and shall contain the pertinent information on numbers of work hours, individual by race and sex, etc.

#### H. Public Relations.

Through established media consultants, the Joint Venture will ensure that its affirmative action efforts are viewed in a positive manner by the community. Information describing the Joint Venture's direct and consistent regard for affirmative action in development projects and the benefits derived from such efforts will be transmitted to all sectors.

The delivery of the message the Joint Venture wishes to convey shall be accomplished in a variety of communication programs, which include: outreach conferences, newsletters and reports with affirmative action slogans and highlights of the project; continued media penetration by the Joint Venture and its affiliates; and linkages with various business and community organizations.

The public relations efforts described herein represent the Joint Venture's commitment to open channels of communication throughout the life of the project and its deep concern for initiating affirmative action efforts and reporting their benefits to the development of O'Hare Center.

Communication will be encouraged between the Joint Venture and minority and majority business leaders, along with minority community organizations. Also, there will be an ongoing relationship with M.B.E./W.B.E. small business groups locally and all minority/women employment-related associations. Nationally, M.B.E./W.B.E. business groups will be notified of all opportunities and encouraged to participate in O'Hare Center contracting and employment affirmation action processes.

#### I. Special Affirmative Action Efforts.

##### Joint Venture/Mentor Arrangements.

Whenever possible, joint venture/mentor relationships involving minority or female-owned firms will be fostered to improve the project's overall M.B.E./W.B.E. participation, and offer significant opportunities for M.B.E./W.B.E. business development. The General Contractor will encourage such arrangements and provide assistance in joint venture structuring between M.B.E./W.B.E. and other subcontractors. It is understood that in certain work areas, the number of qualified M.B.E./W.B.E.'s may be low. Thus, any qualified firms that are known by the General Contractor or the Affirmative Action Consultant shall be identified with the intent of fostering relationships between potential

M.B.E. and non-M.B.E. joint venture partners. Technical assistance may be provided to eligible M.B.E./W.B.E. firms in order to structure and implement the joint ventures.

"Stretching The Goals" To Second And Third Tier Firms.

In addition to identifying M.B.E./W.B.E. contractor and subcontractor opportunities, second-tier and third-tier opportunities will also be identified. These opportunities generally exist among the subcontractor and supply contracts of secondary, non-prime contractors on the job.

As part of their affirmative action responsibilities, the General Contractor and its subcontractors will be required to adhere to the affirmative action goals within their contracts and also to request that prime minority and non-minority subcontractors attempt to enter into second-tier or third-tier subcontracts with M.B.E./W.B.E. firms. The specific subcontractor goals will be determined based upon the extent to which there are M.B.E./W.B.E. business opportunities available within their contracts. The availability of prospective second-tier or third-tier minority and female-owned subcontractors shall also be considered in developing these subcontract goals.

Any subcontractors with contracts having numerous opportunities for M.B.E./W.B.E. participation along with having sufficient resources and capabilities to identify, negotiate and ultimately hire other minority firms will be encouraged to set the highest subcontract goals. Those prime subcontracts in which there are few opportunities for M.B.E./W.B.E. firms will be encouraged to make a best effort to attain the affirmative action goals outlined in the Program.

The General Contractor will also encourage the use of M.B.E./W.B.E. and local suppliers and fabricators for materials and supplies for the project. Potential areas where minority and women-owned businesses can be utilized to supply materials will also be developed.

Minority/Women Owned Firms As Tenants.

The Joint Venture envisions O'Hare Technical Center as being a high tech, 'state of the art' property, that will attract premium tenants which will generate revenues that are shared between the joint venture and the City of Chicago. Because revenue is shared, all parties to the agreement have a vested interest in insuring that the most qualified tenants comprise the mix in the development. All the Principles of the Joint Venture believe a natural opportunity exists for minority and women-owned firms to be a part of this tenant mix. In order to spur the notion of possible M.B.E./W.B.E. tenant involvement, the Joint Venture commits to a best effort program of identifying and marketing to minority and women-owned firms with a goal of having a minimum of 10% of rentable space leased to these type of firms. Specific marketing strategies will be identified prior to notice to proceed from the City of Chicago.

*Exhibit "E".*

*Chicago First Hiring Program Agreement.*

May 18, 1988.

Mr. Leroy Bannister  
First Deputy Commissioner  
Department of Purchases  
City of Chicago  
121 North LaSalle Street  
City Hall, Room 403  
Chicago, Illinois 60602

Ref: Chicago First Employment Plan

DEAR MR. BANNISTER:

O'Hare Technical Center Associates commit to execute a First Source Agreement similar to the enclosed 'sample' City of Chicago-Chicago First Employment Plan. This agreement would be executed within ten (10) days of a notice to proceed executed by the city.

Sincerely,

O'Hare Tech Center Associates

(Signed) FRANK B. BROOKS,  
*President,*  
*O'Hare Development Group,*  
*Incorporated.*

(Signed) THOMAS A. SNITZER,  
*President,*  
*O'Hare Tech, Incorporated.*

City Of Chicago

Chicago First Employment Plan

First Source Agreement.

The First Source Agreement for recruitment, referral and hiring is between the City of Chicago, Mayor's Office of Employment and Training, Chicago First Office (hereinafter referred to as the "Agency"), and O'Hare Tech Center Associates, (hereinafter referred to as "Employer"). Under this First Source Agreement, Employer will use the Agency as its first source of recruitment and referral in hiring for covered positions.

*Witnesseth:*

Whereas, a primary objective of the City's First Source Hiring Program is to ensure that unemployed Chicago residents are considered first for jobs created through community or economic development projects on City-owned land; and

Whereas, Employer is a recipient, directly or indirectly, of the benefits of some form of consideration from the City of Chicago given, in part, in response to employer's consent and commitment to negotiate and enter into this First Source Agreement;

Now, Therefore, the parties hereto represent and agree as follows:

I. General Items:

- A. The Agency wishes to assure continuing employment opportunities for unemployed City residents with employers within the Chicago Metropolitan area.
- B. The Employer agrees to use the Agency as a first source of recruitment and referral in hiring for employees in covered positions. The terms of this Agreement will be accomplished through the cooperation of the Chicago First Office.
- C. The Agency will provide employment recruitment and referral services to the employer subject to the limitations set out in this Agreement.

- D. This Agreement shall take effect when signed by the parties below and shall be in full force and effect \_\_\_\_\_ until \_\_\_\_\_.

II. Recruitment.

- A. The Agency and Employer agree that for purposes of this Agreement, covered positions' include entry level and new positions required for construction and operation of the project. Nothing in this Agreement will release the Employer from his obligation to interview candidates for covered positions with persons referred by the Agency except as stated below in items III (Referral) and IV (Hiring).
- B. At least ten (10) working days prior to the anticipated hiring dates, the Employer will notify the Agency of its need for new employees in covered positions by completing a 'Job Order Form' (Attachment B) for each job title. This form is to be completed in consultation with a Chicago First (Agency) representative. Applicants who meet these qualifiable and objective minimum job qualifications will be deemed to be 'qualified persons', for purposes of this Agreement.
- C. The Employer will also notify the Agency of all position vacancies which are not 'covered positions' as described in Sections II A, B and C above as they occur. Notification should include qualifications; the rate of pay and the anticipated hiring dates. The Employer will also notify the Agency of the date by which the Agency must refer qualified applicants to the Employer for management, technical and professional vacancies.
- D. Job openings to be filled by internal promotion from within the Employer's local work force need not be referred to the Agency for referral and hiring. If, however, a job opening is created as a result of an internal promotion, the provisions of Section II A above shall apply.
- E. Employer will establish, in conjunction with Agency, a job referral division. The primary responsibility of this division will be to refer applicants to tenants of the development. Job training, intake and assessment, preliminary screening and pre-qualifications will be some of the functions accomplished by the division.
- F. All tenants will have incorporated in their leases, the Affirmative Action goals and objectives of the Employer. Tenants will be requested to adhere to those goals.

## V. Controlling Regulations And Laws.

- A. If this Agreement conflicts with any labor laws or other government regulation, the laws or regulation shall prevail.
- B. The Employer will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[Signature forms omitted for printed purposes.]

*Exhibit "F".*

*In-Kind Consideration Plan.*

*Developer Contribution Form.*

1. Value of suggested in-kind contribution: \$280,000
2. Derivation of in-kind developer contribution:

Fourteen (14) Chief Executive Officers and/or senior managers are listed below:

Marshall Bennett, President  
Marshall Bennett Enterprises

Paul King, Chairman  
UBM, Incorporated

Thomas A. Snitzer, President  
Snitzer & Company

Mitchell Watkins, President  
Mitchell Watkins & Associates

Thomas Kapsalis, President  
K & D

Odell Hicks, President  
Odell Hicks & Company

Larry Okrent, President  
Okrent & Associates

Jerry Jones, President  
Sonicraft

Henry Teague, President  
Teaco, Construction

Frank Brooks, President  
Brooks Sausage, Incorporated

Donald I. Kane, President  
Kane, McKenna and Associates, Incorporated

Philip R. McKenna, Chairman  
Kane, McKenna and Associates, Incorporated

Joseph A. Williams, President  
Target Group, Incorporated

John Drummond, Vice-President  
K&D Development

The above fourteen (14) individuals commit eighty (80) hours, individually, of time to worthy projects in the communities and neighborhoods of Chicago. The projects will be identified by the Department of Neighborhoods which is a part of the City's Department of Planning.

3. Narrative Description Of Suggested In-Kind Contributions And Their Time Of Delivery:

Chief Executive Officers and/or senior management of professional, consulting, development, construction, affirmative action, land planning, manufacturing and, financial packaging firms commit to use their individual capabilities in a collaborative effort of significance to the City of Chicago. This collaborative intends to make itself available to the City of Chicago as a team to evaluate, instruct, provide technical assistance, develop strategies, create programs and the mechanisms necessary to implement these programs in neighborhoods or communities designated by the City and agreed to by the collaborative.

The collaborative would work in conjunction with the Department of Planning's Department of Neighborhoods. Community/neighborhood projects of interest

would be submitted to the collaborative. The collaborative would respond within ten (10) working days as to its ability to proceed and how it proposed to approach the project if a go-forward commitment was made. Hours of the C.E.O.'s and senior managers would be logged and submitted monthly for verification to the City. The collaborative would seek to participate in only those projects where the time to complete the effort was commensurate with the collaborative's understanding of the scope of the project. Once committed, the collaborative would continue to provide hours necessary to complete the agreed upon effort.

The collaborative would be ready to commence the 'in-kind' contribution effort upon receipt of a notice to begin negotiations for Site 19.

4. Analysis of value of in-kind contribution:

14 individuals

x 80 Hours per each individual

1,120 Total Hours Committed

1,120 Hours at the rate of \$250.00, which is a conservative rate for senior executives in private enterprises.

1,120 Hours

x 250.00/Hour

\$280,000.00 -- Total Value of Contribution

5. Special commitment to do an in-kind contribution:

The above listed collaborative, being mindful of the City's desire to foster development in the neighborhoods of Chicago, (particularly on the south and west side) is willing to commit to a development of the appropriate size of \$5,000,000 in an area that is mutually agreeable to the City and the collaborative. This development commitment would be made a part of the negotiations initiated covering Site 19, but would not be a part of the funding mechanism associated with the Site 19 Development Project.



*Exhibit "A".*

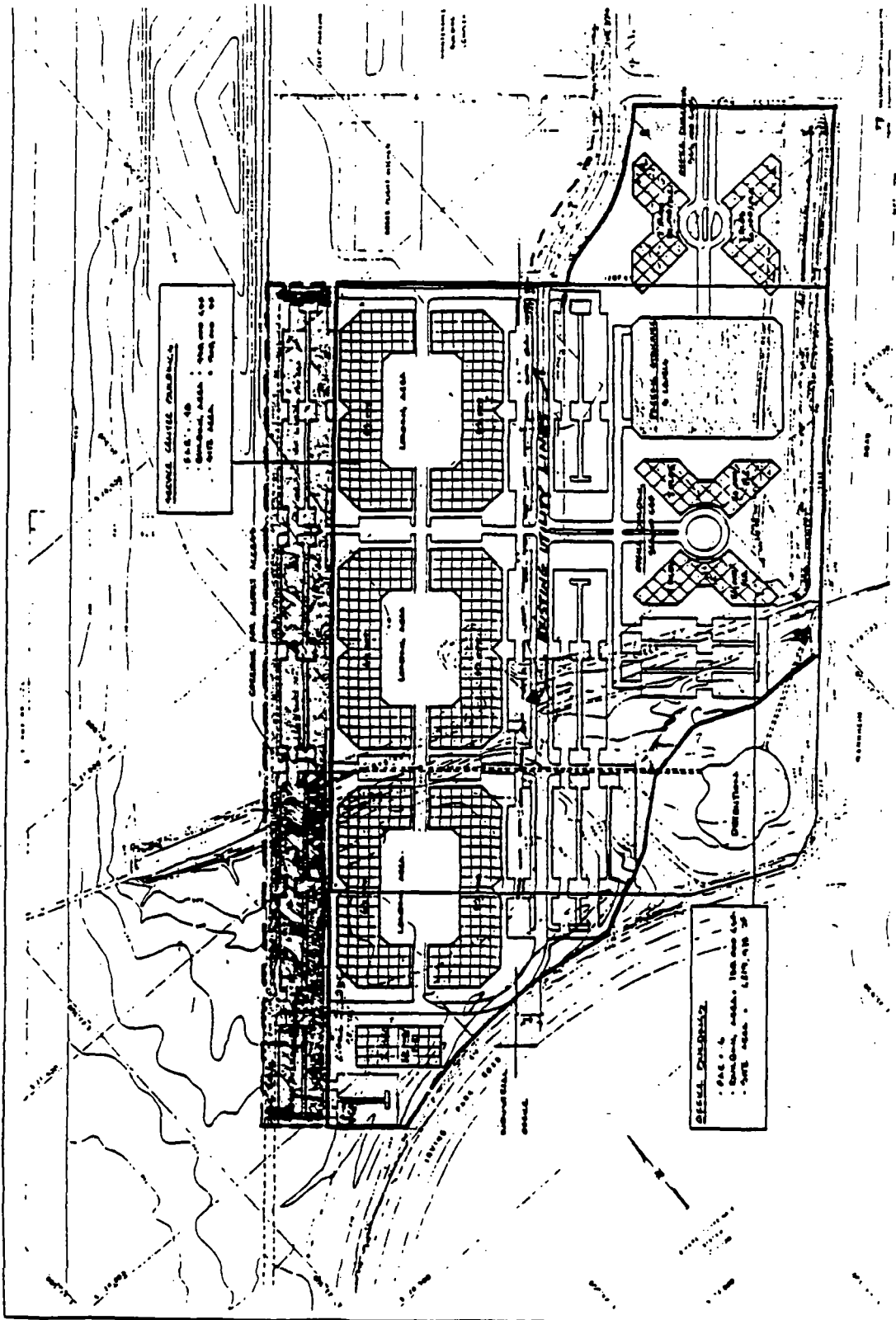
*Legal Description Of Premises.*

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Exhibit "A".



LEGEND

RESSE CENTER BUILDINGS

RESSE BUILDINGS

PARKING

SEWER

WATER

**K&D FACILITIES RESOURCE CORPORATION**  
 Three First National Plaza Suite 1400 Chicago, Illinois 60602

*Exhibit "A-1".*

*Legal Description Of Phase Parcels.*

**Phase 1 Parcel**

[insert legal description]

**Phase 2 Parcel**

[insert legal description]

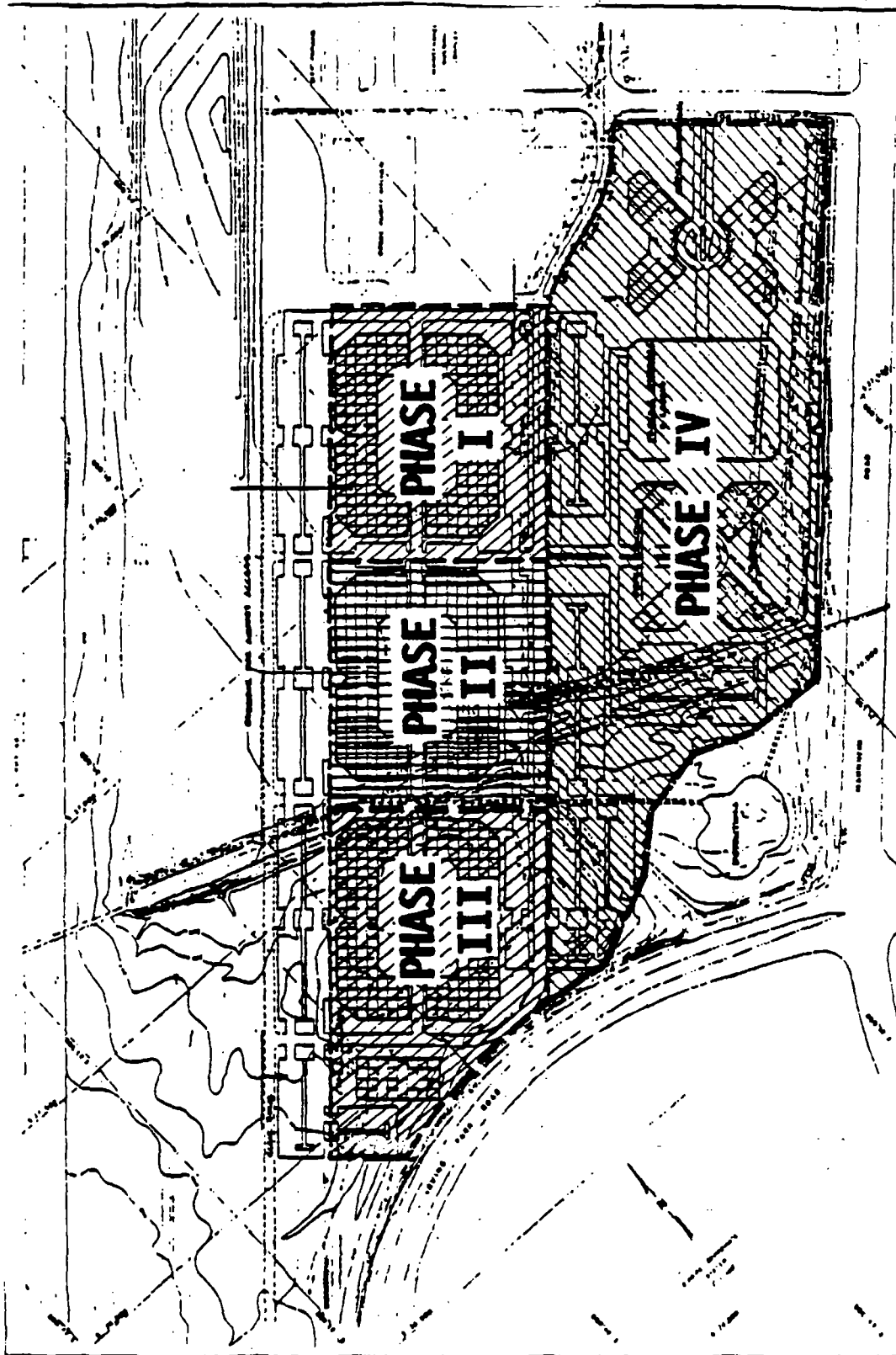
**Phase 3 Parcel**

[insert legal description]

**Phase 4 Parcel**

[insert legal description]

Exhibit "A-1".



O'HARE  
TECH  
CENTER

O'HARE INTERNATIONAL AIRPORT DEVELOPMENT  
SITE #19  
PHASING PLAN

### Time Fixed For Next Succeeding Regular Meeting.

At this point in the proceedings, Alderman Natarus presented the following proposed ordinance:

*Be It Ordained by the City Council of the City of Chicago;*

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Thursday, the twenty- third (23rd) day of March, 1989 at 10:00 A.M. be and the same is hereby fixed to be held on Wednesday, the twenty-ninth (29th) day of March, 1989, at 10:00 A.M. in the Council Chamber in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, Davis, Hagopian, Austin, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman -- 36.

*Nays* -- Alderman Bloom -- 1.

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### Adjournment.

Thereupon, Alderman Natarus moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, March 29, 1989, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,  
*City Clerk.*