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COPY



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

Regular Meeting -- Wednesday, September 1, 2004

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, September 1, 2004

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Attendance At Meeting.

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

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

Call To Order.

On Wednesday, September 1, 2004 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Flores, Haithcock, Hairston, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, L. Thomas, Murphy, Rugai, Brookins, Muñoz, Zalewski, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Schuler, Moore, Stone -- 39.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Dr. Reverend William H. Foster, Jr. of Providence Missionary Baptist Church opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE CHICAGO
POLICE OFFICER MICHAEL P. GORDON.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Police Officer Michael P. Gordon.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the death of Chicago Police Officer Michael P. Gordon, Badge Number 18751, on August 8, 2004, at thirty years of age; and

WHEREAS, Officer Gordon, a dedicated, well-loved police officer, died after his patrol car was hit broadside at 5:45 A.M. by a speeding drunk driver, who was running a red light at the intersection of Jackson Boulevard and Sacramento Boulevard; and

WHEREAS, Officer Gordon had always wanted to serve and protect the public as a police officer; he followed in the footsteps of his father, Robert Gordon, Jr., who retired from the Riverside Police Department last year as the assistant chief, and came from a law-enforcement family, including his brother, Robert Gordon, III, a police officer with the Broadview Police Department, an uncle, Joseph Pufpaf, a Chicago police officer and a cousin, Thomas Pufpaf, a Chicago police lieutenant; and

WHEREAS, Michael Gordon grew up in Cicero, where he became an Eagle Scout, graduated from Morton West High School, and pursued an associate's degree in law enforcement at the College of DuPage; and

WHEREAS, Michael Gordon entered the United States Army in 1994, where he became a military police officer, attached to the 82nd Airborne, served in war-torn Bosnia and patrolled the demilitarized zone in Korea; and

WHEREAS, Michael Gordon began his police career in the Riverside Police Department; in just two years there, he won numerous commendations for his policing achievements, was the Officer of the Month three times, and received many grateful letters for his helpful acts of service to the community; and

WHEREAS, Michael Gordon decided in 2002 to take on new and greater crime-fighting challenges by joining the Chicago Police Department, where he was assigned to the west side Harrison District and patrolled the overnight shift; and

WHEREAS, Officer Gordon, who loved the Chicago Cubs and war movies, was beloved by his fellow officers for his positive mood, tirelessness, enthusiasm and loyalty, and was characterized by his regular partner, Mario Mendoza, as a "super cop"; and

WHEREAS, Officer Gordon, a devoted father and family man, is also survived by his wife, Guin; two sons, Malik, seven and Cullen, five; a six month-old daughter, Grace; a stepson, David Lopez, sixteen; mother, Carol; and brother John; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby honor the life and memory of Chicago Police Officer Michael P. Gordon, who daily put his life on the line to fight crime and protect the citizens of Chicago, and extend our heartfelt gratitude and condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Officer Michael Gordon as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Haithcock, Balcer, Murphy, Rugai, Burnett, Carothers, Mell and Moore, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of Police Officer Michael P. Gordon. Reflecting on Officer Gordon's abiding commitment to his family, to his career and to the people of Chicago, Mayor Daley observed that such commitment is shaped not only through personal integrity but is born of the guidance of a nurturing family. Officer Gordon made the ultimate sacrifice serving and protecting the people of Chicago, Mayor Daley stated, and vowed that his life and memory would not be forgotten. Mayor Daley then left the Mayor's rostrum and strode to the Commissioners' gallery where he extended his personal condolences to the family of Police Officer Michael P. Gordon and presented them with a parchment copy of the memorial resolution.

*Rules Suspended -- MEMBERS OF CHICAGO FIRE DEPARTMENT
TRUCK 25, AMBULANCE 46 AND SQUAD 2 HONORED
FOR HEROIC LIFE-SAVING RESCUE.*

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

9/1/2004

COMMUNICATIONS, ETC.

29417

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Captain Patrick Maloney, Lieutenant Nick Fabrizio, Fire Fighter Joseph Martinelli, Paramedic Jon Friedman and Paramedic Julie Rinaldi of the Chicago Fire Department and their exemplary conduct during the events of July 16, 2004.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On the early afternoon of July 16, 2004, companies of the 3rd District of the Chicago Fire Department responded to a report of a fire in a three-story courtyard apartment complex at 6415 North Richmond Street; and

WHEREAS, First arriving fire fighters saw fire and dense smoke billowing from windows on the second and third floor front apartments. The fire fighters also saw fire in a second-floor apartment on the southwest corner of the structure, with flames starting to consume the rear porches. The fire was also rapidly spreading to the southeast second floor apartment and both of the third floor apartments directly above; and

WHEREAS, Engine companies began their attack on the fire by bringing hose lines to the rear porches and into the front stairwell to the second floor to protect the stairwell and stop the fire's rapid progress; and

WHEREAS, Truck companies were notified by the Office of Emergency Management and Communications that people were reported to be trapped on the second floor. Responding immediately, Truck 25's search and rescue team began searching inside the burning apartment, trying to locate trapped residents, while the fire raged around them; and

WHEREAS, Meanwhile, Captain Patrick Maloney and Fire Fighter Joseph Martinelli of Squad 2 entered the structure by the front stairs and climbed above the fire without the protection of hose lines, then began a search in the third floor apartment, which was suffused with thick black smoke pushing out of windows, through cracks around the floor trim and under doorways; and

WHEREAS, As a result of their determined hunt, the fire fighters found two unconscious children, and they carried them out of the inferno down to the safety of a waiting ambulance. The children had ceased to breathe, but the skilled team effort brought to bear by Fire Paramedic Julie Rinaldi and Paramedic-in-Charge Jon Friedman of Ambulance 46, performing at a level to rival any hospital emergency room, resulted in two successful recoveries; and

WHEREAS, Upon concluding his own search of the second floor, Lieutenant Nick Fabrizio emerged to see the two children being carried from the third floor apartment by his comrades from Squad 2; and

WHEREAS, Lieutenant Fabrizio immediately redirected his team to the third floor, and soon located a third child in a rear bedroom in the same third floor unit. While carrying the child to safety, he could see that the eighteen month old was unresponsive but had good skin color. Upon reaching the courtyard, Lieutenant Fabrizio administered rescue breaths, and the infant's condition quickly improved; and

WHEREAS, Three children were granted a second chance at life because of the outstanding teamwork and unparalleled emergency care shown on the scene of this treacherous blaze; and

WHEREAS, Displaying extraordinary heroism and stamina in deadly conditions, the members of Truck 25, Ambulance 46 and Squad 2 successfully averted a potential catastrophe. Showing courage and discipline, these fire fighters fulfilled their commitment to the citizens of Chicago and upheld the finest traditions of the Chicago Fire Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby congratulate:

Truck 25:

Lieutenant Nick Fabrizio

Ambulance 46:

Fire Paramedic Julie Rinaldi

Paramedic-in-Charge Jon Friedman

Squad 2:

Captain Patrick Maloney

Fire Fighter Joseph Martinelli

on their dramatic and effective rescue; and

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

On motion of Alderman Burke, seconded by Aldermen Carothers, Mell, Laurino and O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, expressed gratitude and appreciation to the members of Chicago Fire Department Truck 25, Ambulance 46 and Squad 2 for their

heroic life-saving rescue. The committed professionalism, teamwork, decision-making and selfless dedication of these heroes is shared by all those who have dedicated their lives to service with the Fire Department, Mayor Daley declared, and expressed his thanks for their service to the people of Chicago. After recognizing the presence in the visitors' gallery of the fire fighters' families and friends, Mayor Daley invited Lieutenant Nick Fabrizio of Truck 25, Fire Paramedic Julie Rinaldi and Paramedic-in-Charge Jon Friedman of Ambulance 46, and Captain Patrick Maloney and Fire Fighter Joseph Martinelli of Squad 2 to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO
MISS ANNA PAMASA ON WINNING LATINO
ART BEAT 2004 HISPANIC HERITAGE
ART COMPETITION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Latino Art Beat competition winner Anna Pamasa.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In 1998 Latino Art Beat, a Chicago-based not-for-profit arts organization, first sponsored a local art contest, awarding as prizes scholarships to high school students; and

WHEREAS, The competition has grown successfully to a national level and Latino Art Beat, together with its academic sponsors and its national presenting sponsor General Motors, has awarded more than \$700,000 in scholarships since the contest first began; and

WHEREAS, Latino Art Beat's 2004 competition invited high school students from Los Angeles, Houston, Miami, Washington, D.C. and Chicago to submit paintings, drawings and photographs consistent with the competition's "Hispanic Heritage" theme; and

WHEREAS, This year's Chicago entries were from artists at the following schools: Roberto Clemente Community Academy High School; Marie Sklodowska Curie Metropolitan High School; David Glasgow Farragut Career Academy; Edwin G. Foreman High School; John Hancock High School; Gordon S. Hubbard High School; Hyde Park Academy; Thomas Kelly High School; Kelvyn Park High School; John F. Kennedy High School; Kenwood Academy; Benito Juarez Community Academy; Lake View High School; Albert G. Lane Technical High School; Lincoln Park High School; Morgan Park High School; Carl Schurz High School; Nicholas Senn High School; Wells Community Academy High School; and also from Gallery 37; and

WHEREAS, Latino Art Beat has awarded over \$150,000 in college scholarships and monetary prizes to this year's Chicago winners, affording many financially underprivileged high school students the opportunity to attend college; and

WHEREAS, Chicago is proud that this year's national winner is Chicago's own Anna Pamasa, a student at Lane Technical High School; and

WHEREAS, Miss Pamasa's artwork was judged against over five hundred entries submitted by Chicago competitors, and approximately one hundred of those entries were in her category of advance painting. Miss Pamasa went on to win nationally, besting the first place winners from Los Angeles, Houston, Miami and Washington D.C.; and

WHEREAS, Miss Pamasa is an artist of exceptional skill, whose work has been displayed at Chicago's Museum of Contemporary Art; and

WHEREAS, In recognition of her artistic talent, Latino Art Beat will be awarding Miss Pamasa \$3,000 as the first-place winner of the Chicago competition, and an additional \$10,000 as the national competition winner; and

WHEREAS, Miss Pamasa intends to attend Columbia College, which as an academic partner of Latino Art Beat will not only match the national prize scholarship award, but also contribute up to \$20,000 towards Miss Pamasa's college career; and

WHEREAS, It is especially timely and appropriate that we recognize the worthy efforts of Latino Art Beat and its talented competitors, for September 15 marks the start of Hispanic Heritage Month; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby congratulate this year's national winner Anna Pamasa on her impressive achievement, and congratulate Latino Art Beat on its successful 2004 Hispanic Heritage art competition; and

Be It Further Resolved, That we wish Anna Pamasa the best of luck and success in her future endeavors, and we wish continued growth and success for Latino Art Beat; and

Be It Further Resolved, That suitable copies of this resolution be presented to Anna Pamasa and to Latino Art Beat as a token of our esteem and good wishes.

On motion of Alderman Burke, seconded by Alderman E. Smith and Alderman Schuler, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor rose and on behalf of the people of Chicago extended congratulations to Miss Anna Pamasa on winning the Latino Art Beat 2004 Hispanic Heritage Art Competition. Lauding Miss Pamasa as a talented young artist who has made a positive impact on the City of

Chicago, Mayor Daley expressed his best wishes to Miss Pamasa as she begins a new chapter in her life as a student at Columbia College. After recognizing the presence in the visitors' gallery of Miss Pamasa's mother, Lydia, accompanied by The Honorable Blesila Cabrera, Consul General of the Philippines, Mayor Daley then invited Miss Pamasa to the Mayor's rostrum where he presented her with a parchment copy of the congratulatory resolution.

Rules Suspended – CONGRATULATIONS EXTENDED TO HEAD COACH
MARY O'CONNOR AND MEMBERS OF TEAM CHICAGO
JUNIOR LIFEGUARD SQUAD ON WINNING UNITED
STATES LIFESAVING ASSOCIATION JUNIOR
LIFEGUARD NATIONAL CHAMPIONSHIP.

Alderman O'Connor moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of a congratulatory resolution presented by Alderman O'Connor and Alderman Rugai. The motion *Prevailed*

The following is said proposed resolution:

WHEREAS, On August 5, 2004, Daytona Beach, Florida hosted the United States Lifesaving Association (U.S.L.A.) Junior Lifeguard National Championship; and

WHEREAS, Thirty-five teams represented cities from across the country; and

WHEREAS, Eighty young people represented the Chicago Park District as "Team Chicago"; and

WHEREAS, This Chicago all-stars select team was comprised from teams as far north as Leone Beach and as far south as Calumet Beach and numerous indoor and outdoor pools, from Ridge Park to Mather Park; and

WHEREAS, Through the support of Mayor Richard M. Daley and General Superintendent of the Park District Tim Mitchell, "Team Chicago" was able to compete once again; and

WHEREAS, Long Beach, New York finished in fourth place, Los Angeles County finished in third place, Pompano Beach, Florida finished in second place, and "Team Chicago" finished in first place; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this first day of September, 2004, do hereby offer our heartiest congratulations to Head Coach Mary O'Connor and the members of the Junior Lifeguard squad on their outstanding achievement in the U.S.L.A. Championships; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to each team represented by this squad and to the Chicago Park District.

On motion of Alderman O'Connor, seconded by Aldermen Rugai, L. Thomas, Solis, Matlak and Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Rules Suspended -- CONGRATULATIONS EXTENDED
TO MS. LOIS YOUNG ON RETIREMENT
FROM WALGREENS.

Alderman Suarez move to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of a congratulatory resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, Lois Young, an outstanding public servant and a person of an overwhelmingly generous community spirit, has announced her retirement after fifty-nine years of diligence and dedication; and

WHEREAS, This August body has been informed of Mrs. Young's retirement by The Honorable Alderman of the 31st Ward, Ray Suarez; and

WHEREAS, Lois Young began her career at Walgreens in 1945 when she was fourteen years of age. She has worked at the same store located at the corner of Fullerton and Cicero for the past fifty-nine years. Having served in various positions: waitress, cashier, inventory clerk, counter clerk and her most recent title of service clerk, Lois Young, an individual of great integrity, is exceedingly worthy of the respect of her co-workers and customers; and

WHEREAS, While employed with Walgreens, Lois captured the heart of a young man Richard Young and three years later they were united in Holy Matrimony. Lois and Richard Young have passed fifty years of married life in loving and consistent devotion to one another, truly exemplifying the spirit of the sacrament of marriage and serving as a model of inspiration to their six children and seven (soon to be eight) grandchildren; and

WHEREAS, Lois Young has always given more than one hundred percent both on and off the job. She is a dedicated, caring family woman and a vital member of her community. She has been a very valued employee of Walgreens and her hard work and diligence will certainly be missed; and

WHEREAS, Lois Young retires to spend quality time with her husband, children, grandchildren, family members and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our gratitude and heartiest congratulations to Lois Young after fifty-nine years of unswerving dedication to the people of Chicago and do hereby express our best wishes for her continued good health, prosperity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Lois Young.

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

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

Nays -- None.

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

At this point in the proceedings, Alderman Solis, President Pro Tempore, rose and on behalf of the City Council, commended Ms. Lois Young for fifty-nine years of dedicated service to the people of Chicago and extended congratulations and best wishes to Mrs. Young on her retirement.

REGULAR ORDER OF BUSINESS RESUMED.

Placed On File -- REAPPOINTMENT OF MR. WILLIAM R. POWER
AS MEMBER OF ILLINOIS SPORTS AUTHORITY BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I have reappointed William R. Power as a member of the Illinois Sports Facilities Authority Board to a term effective immediately and expiring July 1, 2007.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/1/2004

COMMUNICATIONS, ETC.

29427

Referred -- APPOINTMENT OF MR. CESAR A. SANTOY AS MEMBER
OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I have appointed Cesar A. Santoy as a member of the Community Development Commission to a term effective immediately and expiring February 26, 2006, to complete the unexpired term of Rafael Hernandez, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. KATE E. DE VIVO AS MEMBER
OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON WOMEN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I have appointed Kate E. DeVivo as a member of the Commission on Human Relations, Advisory Council on Women, to a term effective immediately and expiring July 1, 2007, to succeed Sarah B. Bornstein, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MS. KATHERINE D. KAUFKA
AS MEMBER OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON WOMEN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

9/1/2004

COMMUNICATIONS, ETC.

29429

LADIES AND GENTLEMEN -- I have reappointed Katherine D. Kaufka as a member of the Commission on Human Relations, Advisory Council on Women, to a term effective immediately and expiring July 1, 2006.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF GABIJA STEPONENAITE AS MEMBER
OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL
ON IMMIGRANT AND REFUGEE AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I have appointed Gabija Steponenaite as a member of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs, to a term effective immediately and expiring on July 1, 2005, to succeed Elena J. Kezelis, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. DEMETRIUS E. CARNEY,
MR. VICTOR M. GONZALEZ AND MR. GEORGE M. VELCICH
AS MEMBERS OF CHICAGO POLICE BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I have reappointed the following individuals as members of the Chicago Police Board to terms effective immediately and expiring August 10, 2009:

Demetrius E. Carney;

Victor M. Gonzalez; and

George M. Velcich.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. LARRY A. HUGGINS
AS MEMBER OF COMMUTER RAIL SERVICE BOARD.

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

9/1/2004

COMMUNICATIONS, ETC.

29431

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- I have reappointed Larry A. Huggins as a member of the Commuter Rail Service Board to a term effective immediately and expiring June 30, 2008.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 4, CHAPTERS 5, 8 AND 60
AND TITLE 13, CHAPTER 20 OF MUNICIPAL CODE OF
CHICAGO BY FURTHER REGULATION OF FOOD
AND LIQUOR-RELATED LICENSING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue and the Executive Director of the Mayor's License Commission, I transmit herewith an ordinance amending the Municipal Code concerning food and liquor-related licensing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 16 AND 17 OF MUNICIPAL
CODE OF CHICAGO BY DESIGNATION OF PILSEN
PLANNED MANUFACTURING DISTRICT NUMBER 11.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance designating the Pilsen Planned Manufacturing District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY
OF VARIABLE RATE DEMAND REVENUE BONDS (JOSEPH
KELLMAN COMMUNITY CENTER PROJECT), SERIES 2004
AND EXECUTION OF LOAN AGREEMENT AND
TRUST INDENTURE PERTAINING THERETO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the issuance of 501(c)(3) bonds for the Joseph Kellman Family Foundation and Community Centers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR RESTRUCTURING OF LOAN
AGREEMENT WITH SABINA SENIOR HOUSING
CORPORATION FOR PROPERTY AT
1222 WEST 79TH STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the resubordination of a second position loan concerning Sabina Senior Housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF UNITED PARCEL SERVICE, INC. AS
PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT AND ISSUANCE OF
CITY NOTE FOR CONSTRUCTION OF UNIFIED
DISTRIBUTION FACILITY CAMPUS WITHIN
ROOSEVELT/CANAL REDEVELOPMENT
PROJECT AREA.

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

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COMMUNICATIONS, ETC.

29435

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with United Parcel Service, Inc. regarding a campus distribution center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR EXPANDED 43RD STREET/
COTTAGE GROVE REDEVELOPMENT
PROJECT AREA NUMBER 1.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the expansion of the 43rd/Cottage Grove T.I.F. District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF DONATION TAX
CREDITS AND APPROPRIATION AND GRANT OF SALE
PROCEEDS TO PARNELL HOLDINGS, L.L.C. UNDER
SAFE HOMES FOR KIDS PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a transfer of donation tax credits, and an appropriation and grant of sale proceeds to Parnell Holdings, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH
AUTHORIZED ALLOCATION OF EMPOWERMENT
ZONE/COMMUNITY GRANT FUNDS
TO VARIOUS ENTITIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing increases in empowerment zone grant funding to current grantees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED
OPEN SPACE IMPACT FEE FUNDING FOR PULASKI PARK
EXPANSION AT 1374 WEST BLACKHAWK STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing open space impact fee funding for parkland located at 1374 West Blackhawk Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
AND AMENDMENT OF 2004 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT
AWARDS FOR PUBLIC SERVICE PROJECTS
ADMINISTERED BY VARIOUS
MUNICIPAL AGENCIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

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COMMUNICATIONS, ETC.

29439

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENT
WITH CHICAGO LOW-INCOME HOUSING TRUST FUND FOR
PROVISION OF HOUSING ASSISTANCE AND
SUPPORTIVE SERVICES TO HOMELESS
AND DISABLED INDIVIDUALS
AND FAMILIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a grant to the Chicago Low-Income Housing Trust Fund.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ALLOCATION OF EMPOWERMENT
ZONE/COMMUNITY GRANT FUNDING TO BENITO
JUAREZ HIGH SCHOOL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing empowerment zone grant funding for Benito Juarez High School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

9/1/2004

COMMUNICATIONS, ETC.

29441

Referred -- AUTHORIZATION FOR INSTALLATION OF
WATER MAINS AT VARIOUS LOCATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith water main orders.

Your favorable consideration of these orders will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF VARIOUS HOSPITAL
SERVICE AGREEMENTS FOR PROVISION OF MEDICALLY-
RELATED CLINICAL SERVICES TO CHICAGO
DEPARTMENT OF HEALTH PATIENTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Health, I transmit herewith an ordinance authorizing the execution of hospital service agreements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR ACQUISITION OF PROPERTY AT
2450 -- 2454 WEST JACKSON BOULEVARD FOR
BENEFIT OF MIDWEST TAX INCREMENT
FINANCING REDEVELOPMENT
PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

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COMMUNICATIONS, ETC.

29443

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the acquisition of property at 2450 -- 2454 West Jackson Boulevard.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR ACQUISITION OF PROPERTIES AT 5900
AND 6250 NORTH LINCOLN AVENUE FOR BENEFIT OF
LINCOLN AVENUE TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the acquisition of property at 5900 and 6250 North Lincoln Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BIDS, APPROVAL OF SALES AND/
OR CONVEYANCES AND EXECUTION OF REDEVELOPMENT
AGREEMENTS FOR VARIOUS CITY-OWNED PROPERTIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR CONVEYANCE OF CITY-OWNED PROPERTY
AT 163 -- 165 NORTH CENTRAL AVENUE TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH
SAFER HOUSING ASSISTANCE, L.L.C. FOR CONSTRUCTION
OF AFFORDABLE HOUSING FOR EX-OFFENDERS
WITH DISABILITIES.

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

9/1/2004

COMMUNICATIONS, ETC.

29445

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a conveyance and fee waiver at 163 -- 165 North Central to Safer Housing Assistance, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO BOARD OF EDUCATION AND
ISSUANCE OF TAX INCREMENT ALLOCATION
REVENUE NOTE FOR CONSTRUCTION OF
WESTINGHOUSE HIGH SCHOOL.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee comprised of the members of the Committee on Finance and the members of the Committee on Education and Child Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an agreement with the Board of Education regarding funding for Westinghouse High School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO BOARD OF EDUCATION AND
ISSUANCE OF TAX INCREMENT ALLOCATION
REVENUE NOTE FOR CONSTRUCTION OF
SKINNER ELEMENTARY SCHOOL.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee comprised of the members of the Committee on Finance and the members of the Committee on Education and Child Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 1, 2004.

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

9/1/2004

COMMUNICATIONS, ETC.

29447

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an agreement with the Board of Education regarding funding for Skinner Elementary School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable James J. Laski, 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 CITY OF CHICAGO
GENERAL OBLIGATION BONDS PROJECT AND REFUNDING
SERIES 2004A AND TAXABLE SERIES 2004B.

A communication from Mr. Tariq Malhance, City Comptroller, under the date of August 30, 2004, transmitting the Notification of Sale for the issuance and sale of City of Chicago General Obligation Project and Refunding Bonds, Series 2004A and General Obligation Bonds Taxable Series, 2004B, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF CITY OF CHICAGO
TAX INCREMENT ALLOCATION REVENUE BONDS (PILSEN
REDEVELOPMENT PROJECT), SERIES 2004A.

A communication from Mr. Tariq Malhance, City Comptroller, under the date of July 26, 2004, transmitting the Notification of Sale together with the Trust

Indenture, the First Supplemental Indenture, the Bond Purchase Agreement and the Officials Statement for the issuance and sale of City of Chicago Tax Increment Allocation Revenue Bonds (Pilsen Redevelopment Project), Series 2004, consisting of Tax Increment Allocation Revenue Bonds, Series 2004A (Taxable) and Junior Lien Tax Increment Allocation Revenue Bonds, Series 2004B (Tax-Exempt), which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF CITY OF CHICAGO
VARIABLE RATE MULTI-FAMILY HOUSING REVENUE
BONDS (PIONEER GARDENS), SERIES 2004A
(F.H.A. INSURED/G.N.M.A.).

A communication from Mr. Tariq Malhance, City Comptroller, under the date of August 31, 2004, transmitting the Notification of Sale, together with the Trust Indenture, the Financing Agreement, the Bond Purchase Agreement and the Official Statement for the sale and issuance of City of Chicago Variable Rate Multi-Family Housing Revenue Bonds (Pioneer Gardens), Series 2004A (F.H.A. Insured/G.N.M.A.), which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATES CONCERNING
SALE OF CITY OF CHICAGO SECOND LIEN
WASTEWATER TRANSMISSION VARIABLE RATE
REVENUE BONDS, SERIES 2004A AND
CITY OF CHICAGO SECOND LIEN
WASTEWATER TRANSMISSION
REVENUE BONDS,
SERIES 2004B.

A communication from Mr. Tariq Malhance, City Comptroller, under the date of July 29, 2004, transmitting Determination Certificates together with the Bond Purchase Agreements, the Financial Guaranty Agreements, the Preliminary Official Statement, and the Official Statements, the Debt Service Reserve Surety Bond and the Reimbursement and Indemnity Agreement concerning the issuance and sale of City of Chicago Second Lien Wastewater Transmission Variable Rate Revenue Bonds,

Series 2004A and City of Chicago, Second Lien Wastewater Transmission Revenue Bonds, Series 2004B, which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATES CONCERNING SALE
OF CITY OF CHICAGO SECOND LIEN WATER REVENUE
REFUNDING BONDS, SERIES 2004 AND WATER
SYSTEM COMMERCIAL PAPER NOTES.

A communication from Mr. Tariq Malhance, City Comptroller, under the date of August 5, 2004, transmitting a Determination Certificate, together with the Contract of Purchase, Amendment Number 1 to the Master Indenture, the Third Supplemental Indenture, the Remarketing Agreement, the Reimbursement and Indemnification Agreement, the Standby Bond Purchase Agreement, the Interest Rate Swap Agreement, the Escrow Deposit Agreement and the Official Statement concerning the issuance and sale of City of Chicago Second Lien Water Revenue Refunding Bonds, Series 2004 and Water System Commercial Paper Notes, which was *Placed on File*.

Placed On File -- QUARTERLY REPORT OF BOND HOLDINGS
DETAILING ALL ACTIVE CITY OF CHICAGO
INVESTMENTS AS OF JUNE 30, 2004.

A communication from Mr. Tariq Malhance, City Comptroller, under the date of July 29, 2004, transmitting a quarterly report of bond holdings detailing all active City of Chicago investments as of June 30, 2004, which was *Placed on File*.

Placed On File -- CITY COMPTROLLER'S QUARTERLY
REPORT FOR PERIOD ENDED JUNE 30, 2004.

A communication from Mr. Tariq G. Malhance, City Comptroller, transmitting a quarterly report containing the following financial statements, which were *Placed on File*.

City of Chicago Corporate Fund; Condensed Statement of Cash Receipts and Disbursements for three months ended June 30, 2004.

Statement of Funded Debt as of June 30, 2004.

City of Chicago Corporate Fund; Statement of Funded Debt as of June 30, 2004.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on July 21, 2004 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 August 26, 2004 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on July 21, 2004, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.

Applications (in duplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (Chicago Zoning Ordinance), as amended,

for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Block 37, L.L.C. -- to classify as a Residential-Business Planned Development, as amended (2004) instead of Residential-Business Planned Development Number 489, as amended, and a B7-7 General Central Business District the area shown on Map Number 1-F bounded by:

West Randolph Street; North State Street; West Washington Street; North Dearborn Street; a line 131.12 feet north of the north line of West Washington Street; a line 54 feet east of the east line of North Dearborn Street; a line 126.45 feet north of the north line of West Washington Street; a line 80 feet west of the west line of North Dearborn Street; a line 191.29 feet north of the north line of West Washington Street; and North Dearborn Street.

CA Development, Inc. -- to classify as an RS3 General Residence District instead of an R3 General Residence District and a C1-1 Restricted Commercial District and further, to classify as a Residential Planned Development instead of an RS3 General Residence District the area shown on Map Number 9-K bounded by:

West Irving Park Road; North Kilbourn Avenue; West Byron Street; and the C.M. & St. Paul Railroad right-of-way.

Chicago's Blarney Stone, Inc. -- to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map Number 9-G bounded by:

West Newport Avenue; North Sheffield Avenue; a line 72.50 feet south of and parallel to West Newport Avenue; and the alley next west of and parallel to North Sheffield Avenue.

Ms. Claudia Coco -- to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 6-H bounded by:

a line 25 feet west of and parallel to South Claremont Avenue; West 25th Street; South Claremont Avenue; and the alley next south and parallel to West 25th Street.

Concordia Evangelical Lutheran Church -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 9-I bounded by:

West School Street; the alley next west of and parallel to North Whipple Street; a line 254.11 feet north of and parallel to West School Street; and North Whipple Street.

Mr. Anthony Creagh, in care of Law Office of Mr. Samuel V. P. Banks and Mr. James J. Banks, Esq. -- to classify as an RM4.5 District instead of an R3 General Residence District the area shown on Map Number 1-H bounded by:

the alley next north of and parallel to West Huron Street; a line 48 feet west of and parallel to North Damen Avenue; West Huron Street; and a line 96.16 feet west of and parallel to North Damen Avenue.

Dayton Development Company, a Minnesota corporation -- to classify as Business Planned Development Number 396, as amended, instead of Business Planned Development Number 396 the area shown on Map Number 15-H bounded by:

West Norwood Avenue; a line 788.30 feet east of the west line of North Hamilton Avenue, if extended; a line 174.60 feet north of the north line of West Peterson Avenue; a line 638.30 feet east of the west line of North Hamilton Avenue, if extended; West Peterson Avenue; a line 1,050.27 feet west of the west line of North Damen Avenue; a line 393.10 feet north of the north line of West Peterson Avenue; and the west line of North Hamilton Avenue.

DDT Reality, L.L.C., in care of Mr. James J. Banks -- to classify as an RM4 Residential Multi-Unit District instead of an R3 General Residence District the area shown on Map Number 3-G bounded by:

the alley next north of and parallel to West Walton Street; a line 216 feet east of and parallel to North Noble Street; West Walton Street; and a line 168 feet east of and parallel to North Noble Street.

Development by Real Concord, Inc. -- to classify as a B4-3 Restricted Service District instead of a C1-2 Restricted Service District and an R5 General Residence District the area shown on Map Number 13-I bounded by:

West Lawrence Avenue; a line 50 feet east of and parallel to North Sacramento Avenue; a line 123.28 feet north of and parallel to West Lawrence Avenue; a line 47.51 feet east of and parallel to North Sacramento Avenue; a line 127.54 feet north of and parallel to West Lawrence Avenue; North Sacramento Avenue; the southwesterly right-of-way of North Shore Channel of the Metropolitan Sanitary District of Greater Chicago as established by Document Number 4107804; a line 289.40 feet north of and parallel to West Lawrence Avenue; and a line commencing 130.56 feet east of North Sacramento Avenue and parallel to the southwesterly right-of-way of North Shore Channel of the Metropolitan Sanitary District of Greater Chicago as established by Document Number 4107804.

Devon Bank and Trust Number 6759 -- to classify as a C2-2 General Commercial District instead of an M2-2 General Manufacturing District the area shown on Map Number 2-M bounded by:

a line 343.03 feet north of and parallel to West Roosevelt Road; a line 294.79 feet west of and parallel to South Central Avenue; West Roosevelt Road; and a line 629.54 feet west of and parallel to South Central Avenue.

Thong Dinh, in care of Gordon and Pikarski -- to classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map Number 11-J bounded by:

a line 250.4 feet north of and parallel to West Montrose Avenue; North Kedzie Avenue; a line 150.3 feet north of and parallel to West Montrose Avenue; and the alley next west of North Kedzie Avenue.

Jackie D. Edwards -- to classify as a C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District the area shown on Map Number 16-G bounded by:

West 69th Street; the public alley next east of and parallel with South Racine Avenue; a line 125 feet south of and parallel with West 69th Street; and South Racine Avenue.

Vassos and Malgorzata Eliades -- to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map Number 9-J bounded by:

a line 116.95 feet south of West Addison Street; the alley next east of North Pulaski Road; a line 182.70 feet south of West Addison Street; and North Pulaski Road.

Elston Development, L.L.C., in care of Mr. James J. Banks -- to classify as a C1-2 Neighborhood Commercial District instead of an R3 General Residence District and an M3-3 Heavy Manufacturing District the area shown on Map Number 5-H bounded by:

West Webster Avenue; North Elston Avenue; a line 204.88 feet southeast of the intersection of West Webster Avenue and North Elston Avenue, as measured at the southwesterly right-of-way line of North Elston Avenue and perpendicular thereto; a line 358.29 feet south of and parallel to West Webster Avenue; and North Wood Street.

Mr. Luis Flocco -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 7-J bounded by:

West Wrightwood Avenue; and a line 33 feet east of and parallel to North Springfield Avenue; the public alley next north of and parallel to West Wrightwood Avenue; and a line 133.18 feet east of and parallel to North Springfield Avenue.

Mr. Luis Flocco -- to classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map Number 9-K bounded by:

North Milwaukee Avenue; a line 409 feet south of West Addison Street and perpendicular to North Milwaukee Avenue; the alley next east of and parallel to North Milwaukee Avenue; and a line 459.75 feet south of West Addison Street and perpendicular to North Milwaukee Avenue.

Mr. Michael Di Foggio -- to classify as an R4 General Residence District instead of a C1-5 Restricted Commercial District the area shown on Map Number 10-F bounded by:

West Root Street; a line 96 feet east of and parallel to South Lowe Avenue; the public alley next south of and parallel to West Root Street; and a line 24 feet east of and parallel to South Lowe Avenue.

Mr. Justin Fox, in care of Gordon and Pikarski -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map Number 5-G bounded by:

a line 168.84 feet north of and parallel to West Concord Place; the alley next east of North Sheffield Avenue; a line 120.57 feet north of and parallel to West Concord Place; and North Sheffield Avenue.

F & S Builders & Developers, L.L.C. -- to classify as an RT4 District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 16-N bounded by:

West 64th Place; South Nashville Avenue; West 65th Street; and a line 420.24 feet west of and parallel to South Nashville Avenue.

Gibbons Construction, L.L.C., in care of Mr. James J. Banks -- to classify as an RM5 Residential District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 7-I bounded by:

the alley next north of and parallel to West Barry Avenue; a line 199 feet west of and parallel to North Western Avenue; West Barry Avenue; and a line 249 feet west of and parallel to North Western Avenue.

Mr. Joseph M. Glorioso -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map Number 1-H bounded by:

a line 150.76 feet north of and parallel to West Erie Street; North Oakley Boulevard; a line 120.54 feet north of and parallel to West Erie Street; and the public alley next west of and parallel to North Oakley Boulevard.

Ms. Anita Goyal, in care of Gordon and Pikarski -- to classify as a C1-3 Restricted Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map Number 7-H bounded by:

West Belmont Avenue; a line 175 feet west of and parallel to North Leavitt Avenue; the alley next south of West Belmont Avenue; and a line 250 feet west of and parallel to North Leavitt Avenue.

Gramercy Lofts L.L.C. -- to classify as a DX7 Downtown Mixed-Use District instead of a C3-3 Commercial Manufacturing District the area shown on Map Number 1-G bounded by:

a line 253.19 feet north of and parallel to West Washington Boulevard; a line 100.23 feet east of and parallel to North Sangamon Street; a line 191.04 feet north of and parallel to West Washington Boulevard; a line 116.85 feet east of and parallel to North Sangamon Street; a line 100.20 feet north of and parallel to West Washington Boulevard; and North Sangamon Street.

Grand Central Center for Business, L.L.C., in care of Law Offices of Mr. Samuel V.P. Banks, Mr. James J. Banks, Esq. -- to classify as a B3-1 Community Shopping District instead of an M1-2 Restricted Manufacturing District and a C3-2 Commercial Manufacturing District the area shown on Map Numbers 5-L and 5-M bounded by:

a line 50 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago Milwaukee, St. Paul and Pacific Railroad); a line 527.37 feet east of and parallel to the centerline of North Central Avenue; a line 36 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad); a line 1,148.65 feet east of and parallel to the centerline of North Central Avenue; the alley next north of and parallel to West Cortland Avenue; the centerline of North Central Avenue; a line 763.44 feet north of and parallel to West Bloomingdale Avenue, the westerly right-of-way line of North Central Avenue; a line 646.44 feet north of and parallel to West Bloomingdale Avenue; a line 441.36 feet west of and parallel to the westerly right-of-way line of North Central Avenue; a line 712.44 feet north of and parallel to West Bloomingdale Avenue; a line 630.11 feet west of the westerly right-of-way line of North Central Avenue; a line 722.44 feet north of and parallel to West Bloomingdale Avenue; and a line 1,124.67 feet west of and parallel to the centerline of North Central Avenue,

also, to classify as a RT3.5 Residential District instead of M1-2 Restricted Manufacturing District the area shown on Map Number 5-L bounded by:

a line from a point, 50 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad) and 1,148.65 feet east of and parallel to the centerline of North Central Avenue; to a point, 80.5 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad) and 361.44 feet west of North Laramie Avenue; a line 361.44 feet west of and parallel to North Laramie Avenue; a line 702.16 feet north of and parallel to West Bloomingdale Avenue; North Laramie Avenue; a line

384.16 feet north of and parallel to West Bloomingdale Avenue; a line 880.78 feet west of and parallel to North Laramie Avenue; a line 534.16 feet north of and parallel to West Bloomingdale Avenue; the east right-of-way line of North Lorel Avenue or the line thereof if extended where no street exists; a line 384.16 feet north of and parallel to West Bloomingdale Avenue; the west right-of-way line of North Lorel Avenue or the line thereof if extended where no street exists; a line 534.16 feet north of and parallel to West Bloomingdale Avenue; North Long Avenue; the alley next north of and parallel to West Cortland Street; and a line 1,148.65 feet east of and parallel to the centerline of North Central Avenue,

also, to classify as an RT3.5 Residential District instead of an M1-2 Restricted Manufacturing District the area shown on Map Numbers 5-L and 5-M bounded by:

a line 36 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad) a line 1,175.23 feet west of and parallel to the centerline of North Central Avenue; a line 50 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago Milwaukee, St. Paul and Pacific Railroad); a line 1,124.67 feet west of and parallel to the centerline of North Central Avenue; a line 722.44 feet north of and parallel to West Bloomingdale Avenue; North Monitor Avenue; a line 60 feet north of the alley next north of and parallel to West Cortland Avenue; and a line 1,972.84 feet west of and parallel to the centerline of North Central Avenue,

also, to classify as a Residential-Business Planned Development instead of an RT3.5 Residential District and a B3-1 Community Shopping District the area shown on Map Numbers 5-L and 5-N bounded by:

a line 50 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad); a line 527.37 feet east of and parallel to the centerline of North Central Avenue; a line 36 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad); a line 1,148.65 feet east of and parallel to the centerline of North Central Avenue; a line from a point, 50 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad); and 1,148.65 feet east of and parallel to the centerline of North Central Avenue; to a point 80.5 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad) and 361.44 feet west of North Laramie Avenue; a line 361.44 feet west of and parallel to North Laramie Avenue; a line 702.16 feet north of and parallel to West Bloomingdale Avenue; North Laramie Avenue; a

line 384.16 feet north of and parallel to West Bloomingdale Avenue; a line 880.78 feet west of and parallel to North Laramie Avenue; a line 534.16 feet north of and parallel to West Bloomingdale Avenue; the east right-of-way line of North Lorel Avenue or the line thereof if extended where no street exists; a line 384.16 feet north of and parallel to West Bloomingdale Avenue; the west right-of-way line of North Lorel Avenue or the line thereof if extended where no street exists; a line 534.16 feet north of and parallel to West Bloomingdale Avenue; North Long Avenue; the alley next north of and parallel to West Cortland Street; the centerline of North Central Avenue; a line 763.44 feet north of and parallel to West Bloomingdale Avenue; the westerly right-of-way line of North Central Avenue; a line 646.44 feet north of and parallel to West Bloomingdale Avenue; a line 441.36 feet west of and parallel to the westerly right-of-way line of North Central Avenue; a line 712.44 feet north of and parallel to West Bloomingdale Avenue; a line 630.11 feet west of the westerly right-of-way line of North Central Avenue; a line 722.44 feet north of and parallel to West Bloomingdale Avenue; North Monitor Avenue; a line 60 feet north of the alley next north of and parallel to West Cortland Avenue; a line 1,972.84 feet west of and parallel to the centerline of North Central Avenue; a line 36 feet south of the southerly right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad); a line 1,175.23 feet west of and parallel to the centerline of North Central Avenue; and a line 50 feet south of the southerly right of right-of-way line of the Canadian Pacific Railroad/Metra (formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad) extended (TOB).

Mr. Richard Harris and 2058 Cleveland L.L.C. -- to classify as a B4-3 Restricted Business District instead of a B4-2 Restricted Business District the area shown on Map Number 5-F bounded by:

West Dickens Avenue; North Cleveland Avenue; a line 48.14 feet south and parallel to West Dickens Avenue; and the alley next west and parallel to North Cleveland Avenue.

The Holy Order of Cherubim and Seraphim Church Movement of America -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 18-G bounded by:

a line 178 feet north of and parallel to West 76th Street; South Loomis Avenue; West 76th Street; and a line 187 feet west of and parallel to South Loomis Avenue.

Mr. Ishmael Ibarra -- to classify as an RS3 Residential Single-Unit District instead of an R2 Single-Family Residence District the area shown on Map Number 14-K bounded by:

a line 190.71 feet south of and parallel to West 55th Street; the alley next east of and parallel to South Tripp Avenue; a line 240.71 feet south of and parallel to West 55th Street; and South Tripp Avenue.

Ms. Marjorie Scott Jackson -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 2-K bounded by:

the public alley next north of and parallel to West Taylor Street; a line 150.30 feet east of and parallel to South Keeler Avenue; West Taylor Street; and a line 125.30 feet east of and parallel to South Keeler Avenue.

Jaeger and Haake Development, L.L.C., in care of Mr. James J. Banks -- to classify as a B3-5 Community Shopping District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 9-H bounded by:

West Irving Park Road; North Ravenswood Avenue; the alley next south of and parallel to West Irving Park Road; and the easterly right-of-way line of the Chicago Transit Authority elevated structure (or a line 160.93 feet west of and parallel to North Ravenswood Avenue).

Mr. Jimm Jann and Mr. Ron Abrams, in care of Mr. James J. Banks -- to classify as an RM4 Residential Multi-Unit District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 7-G bounded by:

the public alley next north of and parallel to West Schubert Avenue; a line 72.5 feet west of and parallel to North Lakewood Avenue; West Schubert Avenue; and a line 96.5 feet west of and parallel to North Lakewood Avenue.

J. P. Gallagher Building Corp. -- to classify as an R3 General Residence District instead of a C1-5 Restricted Commercial District the area shown on Map Number 10-F bounded by:

the public alley next north of and parallel to West Root Street; a line 269 feet east of and parallel to South Normal Avenue; West Root Street; and a line 244 feet east of and parallel to South Normal Avenue.

J. P. Gallagher Building Corp. -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 24-G bounded by:

a line 422.25 feet south of West 95th Street; the public alley next east of and parallel to South Bishop Street; a line 457.25 feet south of West 95th Street (as measured along the east line of South Bishop Street); and South Bishop Street.

J. P. Gallagher Building Corp. -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 24-G bounded by:

a line 175 feet south of and parallel to West 98th Street; the public alley next east of and parallel to South Carpenter Street; a line 212.5 feet south of and parallel to West 98th Street; and South Carpenter Street.

Loyola Landing, L.L.C. -- to classify as an B4-3 Restricted Service District instead of a C1-1 Restricted Commercial District the area shown on Map Number 15-G bounded by:

a line 144.0 feet north of and parallel to West Rosemont Avenue; North Broadway; West Rosemont Avenue; and the public alley west of and parallel to North Broadway.

Mr. Alfred Miceli -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 9-H bounded by:

West Melrose Street; North Damen Avenue; a line 50 feet south of and parallel with West Melrose Street; and the public alley next west of and parallel with North Damen Avenue.

Mr. Jeffrey Michael, in care of Gordon and Pikarski -- to classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map Number 5-H bounded by:

a line 48 feet north of and parallel to West Cortland Avenue; North Damen Avenue; a line 24 feet north of and parallel to West Cortland Avenue; and the alley next west of North Damen Avenue.

Mr. Patrick Miller, in care of Mr. James J. Banks -- to classify as a RM5 Residential District instead of an R4 General Residence District, an R5 General Residence District and a SD-6 North Central/West Lakeview Special District the area shown on Map Number 9-G bounded by:

a line 62.50 feet north of and parallel to the alley next north of and parallel to West Belmont Avenue; North Southport Avenue; the alley next north of and parallel to West Belmont Avenue; and the alley next west of and parallel to North Southport Avenue.

Montrose Property Investments L.L.C. -- to classify as a B4-4 Restricted Service District instead of a C1-1 Restricted Commercial District the area shown on Map Number 11-J bounded by:

West Montrose Avenue; a line 33.42 feet west of and parallel to North Monticello Avenue; the alley next south of and parallel to West Montrose Avenue; and a line 158.42 feet west of and parallel to North Monticello Avenue.

Zenaldo and Celia Naranjo -- to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 6-H bounded by:

a line 50.25 feet west of and parallel to South Damen Avenue; West 22nd Place; South Damen Avenue; and the alley next north and parallel to West 22nd Place.

James and Joan Noonan, in care of Mr. James J. Banks -- to classify as an RT3.5 Residential District instead of an R3 General Residence District the area shown on Map Number 9-H bounded by:

a line 25 feet south of and parallel to West Addison Street; the alley next east of and parallel to North Marshfield Avenue; a line 50 feet south of and parallel to West Addison Street; and North Marshfield Avenue.

Northwest L.L.C. -- to classify as a C1-1 Restricted Commercial District instead of an R2 Single-Family Residence District the area shown on Map Number 5-M bounded by:

the public alley next north of and parallel to West North Avenue; a line 63.92 feet west of and parallel to North Merrimac Avenue; West North Avenue; and a line 113.92 feet west of and parallel to North Merrimac Avenue.

Mr. Geoffrey O'Grady -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C1-1 Restricted Commercial District the area shown on Map Number 11-K bounded by:

a line 85.2 feet northwest of and parallel to North Kiona Avenue; the alley next northeast of and parallel to North Elston Avenue; a line 28.4 feet northwest of and parallel to North Kiona Avenue; and North Elston Avenue.

Mr. Iosef Pavel, in care of Gordon and Pikarski -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 9-K bounded by:

the alley next north of West School Street; a line 136.93 feet east of and parallel to North Keeler Avenue; West School Street; and a line 84.93 feet east of and parallel to North Keeler Avenue.

Mr. Thomas A. Plunkett -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map Number 5-I bounded by:

West Lentil Street; a line 28.20 feet east of North Sacramento Avenue; the alley next south of West Lentil Street; and North Sacramento Avenue.

Mr. Filiberto Quiles -- to classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map Number 7-I bounded by:

North Kedzie Avenue; a line 125 feet north of and parallel to West Wellington Avenue; the alley next east of and parallel to North Kedzie Avenue; and a line 100 feet north of and parallel to West Wellington Avenue.

Mr. Kouszko Radoslaw, in care of Mr. James J. Banks -- to classify as an RS3 Single-Unit District instead of an R2 Single-Family Residence District the area shown on Map Number 9-O bounded by:

a line 226.52 feet south of and parallel to West Roscoe Street; a line 131.57 feet east of and parallel to North Odell Avenue; a line 276.78 feet south of and parallel to West Roscoe Street; and North Odell Avenue.

The Commuter Rail Division of the Regional Transportation Authority ("Metra") -- to classify as a T Transportation District instead of a B2-2 Restricted Retail District the area shown on Map Number 5-N bounded by:

the alley immediately north of and parallel to West Medill Avenue; North Nordica Avenue; West Medill Avenue; and the Metra Milwaukee District west line (the Chicago, Milwaukee, St. Paul & Pacific Railroad) railroad right-of-way running northwesterly, immediately west of North Nordica Avenue.

Residence in the Maples, L.L.C. -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 28-G bounded by:

West 115th Street; a line 183 feet east of and parallel to South Aberdeen Street; the public alley next south of and parallel to West 115th Street; and South Aberdeen Street.

Mr. Danny Riley -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 22-F bounded by:

West 92nd Street; South Lafayette Avenue; a line 60.12 feet south of and parallel to West 92nd Street; and the public alley next west of and parallel to South Lafayette Avenue.

Adam and Dawn Rivera, in care of Mr. James J. Banks -- to classify as an RT4 Residential District instead of an R3 General Residence District the area shown on Map Number 7-H bounded by:

West Wellington Avenue; a line 241 feet west of and parallel to North Hoyne Avenue; the alley next northeast of North Clybourn Avenue; and a line 266 feet west of and parallel to North Hoyne Avenue.

Siamek Safavi -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 7-H bounded by:

North Oakley Avenue; a line 313.75 feet south of and parallel to West Nelson Street; the alley next west of and parallel to North Oakley Avenue; and a line 288.75 feet south of and parallel to West Wellington Avenue.

Mr. Larry D. Shannon -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 18-H bounded by:

West 71st Street; a line 70 feet east of and parallel to South Paulina Street; the public alley next south of and parallel to West 71st Street; a line 45 feet east of and parallel to South Paulina Street.

Southport Holdings L.L.C. -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map Number 9-G bounded by:

a line 24 feet south of and parallel to West School Street; North Southport Avenue; a line 48.80 feet south of and parallel to West School Street; and the public alley next west of and parallel to North Southport Avenue.

Stillpoint Development Corporation -- to classify as an R5 General Residence District and a C2-4 General Commercial District the area shown on Map Number 2-G bounded by:

West Monroe Street; a line 473.08 feet east of and parallel to South Aberdeen Street; the public alley next south of and parallel to West Monroe Street; and a line 422.97 feet east of and parallel to South Aberdeen Street.

Stillpoint Development Corporation -- to classify as an R4 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map Number 2-G bounded by:

West Monroe Street; a line 372 feet east of and parallel to South Aberdeen Street; the public alley next south of and parallel to West Monroe Street; a line 132.30 feet east of and parallel to South Aberdeen Street.

Mr. John Tylka -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 3-G bounded by:

a line 59 feet northwest of the intersection of West Cortez Street and North Milwaukee Avenue (as measured along the southeast boundary line of North Milwaukee Avenue); North Milwaukee Avenue; and West Cortez Street.

Mr. Jason Vassiliades -- to classify as a C1-1 Restricted Commercial District instead of an R2 Single-Family Residence District the area shown on Map Number 10-H bounded by:

a 114 foot line located parallel to and 98 feet south of the south edge of the right-of-way of West 44th Street; the first alley west of South Ashland Avenue; West 44th Street; and South Ashland Avenue.

Mr. Dominic Vozella, in care of Gordon and Pikarski -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map Number 1-H bounded by:

West Race Avenue; a line 144 feet east of and parallel to North Wolcott Avenue; the alley next south of West Race Avenue; and a line 96 feet east of and parallel to North Wolcott Avenue.

WMS Gaming, Inc. -- to classify as a C1-3 Restricted Commercial District instead of an R3 General Residence District and an M1-1 Restricted Manufacturing District the area shown on Map Number 9-I bounded by:

West Roscoe Street; the alley next west of North California Avenue; the alley next south of West Roscoe Street; and a line 151 feet west of the alley next west of North California Avenue.

1 -- 15 East Superior, L.L.C. -- to classify as a Residential/Business Planned Development instead of a B7-6 General Central Business District the area shown on Map Number 1-E bounded by:

East Superior Street; a line approximately 125 feet east of and parallel to North State Street; the east/west public alley next south of and parallel to East Superior Street; and North State Street.

4300 West Peterson, L.L.C. -- to classify as an R3 General Residence District instead of a C2-1 General Commercial District and further, to classify as a Residential Planned Development instead of an R3 General Residence District the area shown on Map Number 15-K bounded by:

North Sauganash Avenue; a line 750 feet east of and parallel with North Kostner Avenue; West Peterson Avenue; and the easterly right-of-way line of the Chicago and Northwestern Railroad Company.

4714 West Berteau, L.L.C. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 11-K bounded by:

the public alley parallel with and next north of West Berteau Avenue; a line 233 feet east of and parallel with North Cicero Avenue; West Berteau Avenue; and a line 183 feet east of North Cicero Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adedapo Adekemi M.J., American Access Casualty Company and Ben Smith, Andrade Marie G., Animashaun Tanwa, Austin Fernandez D.;

Balassa Sarah G., Bloodsaw Latajas, Bridgeforth Leroy, Burkes Minnie L.;

Cazares Jose, Chopra Arun, Ciardullo-Torres Lillian, Cochran Joanne L., Crump Roy J., Cunningham Gary M.;

Dubin Barbara;

Engelsman Richard for Trevi Square Condominium;

Fabing Margaret M., Fedulov Igor, Fulks Sheila R.;

Gifter Eliezer, Gutierrez Hilda, Gutka Marion E.;

Harris Helen, Hoskin Joann, House Christopher D., Hubbard James J., Hughes Patricia L.;

Jay Karen E.;

Kantzavelos Merope, Keating James J., Kulakowski Dennis W.;

Lema Miguel G., Lewis Debra L., Liem Robert L., Love Valencia;

Maher Rita M., Maiorana Tony and Agata, Marin Esther A., Marriott Terrance J.,

Martin Andrea R., McClelland Sharon A., McHenry Bedford T., Mei Hao H., Morales Andres E., Morgan Linda F., Moussa David J., Mulla Julian, Muñoz Fredy A.;

Newson Denise, Ng Danielle B.;

Phelan Jennifer L.;

Rieffel Barbara A., Robinson Nella B., Rubin Arlene C.;

Saldana Susan, Schaefer Marc A., Selph Carlos D., Sherman Kristin, Shinkunas Mary J., Spathies Sharon V., Spoor Kenneth E., Starmach Wladyslaw, State Farm Insurance (3) Judith E. Johnson, Peggy Leifer and Vanessa Moss;

Towle Joshua J., Thomas Candace M., Trout Michael A., Turpin Lucille;

Unique Insurance Company (2) Michael Merchant and Gaudencia Rebolledo;

Vazquez Angel L.;

Warren Romaine E., Weiss Marc R., Wiggins James A., Williams Donyal, Moore-Williams Teri D., Woodard Bernice;

Young Elmarie;

5350 South Shore Drive Homeowner's Association, in care of Mel Jackson.

Referred -- PROPOSED ORDINANCE AUTHORIZING VARIOUS
STREET IMPROVEMENTS ALONG PORTIONS OF
NORTH MARMORA AVENUE.

A communication from Mr. Wayne A. Strnad, under the date of August 31, 2004, transmitting a proposed ordinance, together with a signed petition by residents of 2200 and 2300 blocks of North Marmora Avenue, which would authorize construction of new sidewalks, curbs, gutters, asphalt street and sod along portion of North Marmora Avenue between West Fullerton Avenue and West Grand Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- TAX LEVY REQUIREMENTS FOR LABORERS'
AND RETIREMENT BOARD EMPLOYEES' ANNUITY
AND BENEFIT FUND OF CHICAGO
FOR YEAR 2005.

A communication from Mr. Terrance R. Stefanski, Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, under the date of July 21, 2004, transmitting a resolution adopted by the Retirement Board of the Fund concerning tax levy requirements for the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago for the year 2005, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
3555 NORTH HARLEM AVENUE.

A communication from Ms. Cheryl Grate, Grate Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 3555 North Harlem Avenue, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 2357 WEST HOWARD STREET.

A communication from Mr. Chuck Zenn, Olympic Signs, Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 2357 West Howard Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 4020 WEST IRVING PARK ROAD.

A communication from Ms. Cheryl Grate, Grate Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 4020 West Irving Park Road, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 3241 NORTH LINCOLN AVENUE.

A communication from Mr. Chad Taylor, Partner, Bishop Taylor Group L.L.C., transmitting a proposed order which would authorize the installation of a sign/signboard at 3241 North Lincoln Avenue, which was *Referred to the Committee on Buildings*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR APPROVAL OF PERMIT APPLICATION
FOR DEMOLITION OF NON-CONTRIBUTING
BUILDING AT 912 WEST
ARMITAGE AVENUE.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of August 23, 2004, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed order, to approve a permit application for the demolition of a non-contributing building at 912 West Armitage Avenue, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF MID-NORTH DISTRICT
EXTENSION AS CHICAGO LANDMARK.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of August 27, 2004, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Mid-North District Extension at 418 -- 424 West Belden Avenue/2300 -- 2314 North Clark Street and 428 -- 438 West Belden Avenue as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MS. SUSAN ANN LOMBARD AS MEMBER
OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

APPOINTMENT OF MS. JACQUELYN PRICE AS MEMBER
OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

APPOINTMENT OF MR. ANTHONY M. SCHULTZ AS MEMBER
OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

APPOINTMENT OF MR. JOSEPH J. VICARI AS MEMBER
OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT WITH
HALSTED APARTMENTS NFP FOR CONSTRUCTION OF
AFFORDABLE HOUSING AT 2537 -- 2541
NORTH HALSTED STREET.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan agreement with Halsted Apartments NFP, amount of loan not to exceed \$545,108, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

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

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

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

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

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

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Halsted Apartments N.F.P., an Illinois not-for-profit corporation (the "Borrower") which is affiliated with the Lester and Rosalie Anixter Center, an Illinois not-for-profit corporation ("Anixter Center"), in an amount not to exceed Five Hundred Forty-five Thousand One Hundred Eight Dollars (\$545,108) (the "Loan"), to be funded from HOME Funds and/or Corporate Funds pursuant to the terms and conditions set forth in Exhibit A hereto and made a part hereof; now, therefore,

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

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

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

documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. Notwithstanding anything contained in that certain ordinance passed by the City Council of the City on November 3, 1999 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 14060 -- 14061 (the "1999 Ordinance"), or in that certain quitclaim deed from the City to Anixter Center dated May 16, 2000 and recorded as Document Number 00350228 (the "Quitclaim Deed"), (a) the right of reverter and re-entry (reserved in Section 2 of the 1999 Ordinance and in the Quitclaim Deed shall terminate, and has terminated, as of October 31, 2001, the date of the Fund Reservation Letter from H.U.D. to Anixter Center (the "Funding Commitment Date"), (b) the twenty-four (24) month completion date also referred to in Section 2 of the 1999 Ordinance and in the Quitclaim Deed shall terminate, and has terminated, as of the Funding Commitment Date. Such termination shall not be construed to modify or waive any other commencement or completion deadlines set forth in any of the loan documents which may be entered into in connection with the Loan. A certified copy of this ordinance may be recorded to give record notice of such terminations. The Mayor or his proxy is also authorized to execute, and the City Clerk is authorized to attest, such other recordable instrument as may be necessary or appropriate to give record notice of such terminations. The City hereby further consents to the Anixter Center's conveyance of the Property (as described in Exhibit A hereto) to the Borrower in connection with the Project (as described in Exhibit A hereto).

SECTION 4. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit B attached hereto and made a part hereof. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Given the applicable restrictions with respect to maximum rent and maximum income for the residents of the Property which are imposed by the sources of financing for the Project described herein, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the property.

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

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

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

Exhibit "A".

Borrower: Halsted Apartments N.F.P., an Illinois not-for-profit corporation (the "Borrower") which is affiliated with the Lester and Rosalie Anixter Center, an Illinois not-for-profit corporation.

Project: Construction of a building to be located at 2537 -- 2541 North Halsted Street, Chicago, Illinois 60614 (the "Property") and of approximately 14 dwelling units contained therein as two bedroom units for low-income families and of approximately six (6) parking spaces thereon.

Loan: **Source:** Home Program/Corporate Funds/Program Income.

Amount: Not to exceed \$545,108.

Term: Not to exceed 42 years.

Interest: 3% per annum.

Security: Non-recourse loan, second mortgage on the Property.

**Additional
Financing:**

1. **Amount:** Not to exceed \$2,500,000.

Term: Not to exceed 42 years.

Source: Capital Advance from the United States Department of Housing and Urban Development pursuant to Section 811 of the National Affordable Housing Act of 1990, as amended, or another source acceptable to the Commissioner.

Interest: Fixed rate not to exceed 7% per annum.

Security: First Mortgage on the Property.

2. Amount: Not to exceed \$100,000.
- Term: Not to exceed 42 years.
- Source: Illinois Housing Development Authority,
 or another source acceptable to the
 Commissioner .
- Interest: Not to exceed 0% per annum.
- Security: Third mortgage on the Property.

Exhibit "B".

Fee Waivers.

Department Of Construction And Permits.

Waiver Of Plan Review, Permit And Inspection Fees:

A. Building Permit:

 Zoning.

 Construction/Architectural/Structural.

 Internal Plumbing.

 H.V.A.C.

 Water for Construction.

 Smoke Abatement.

B. Electrical Permit:

 Service and Wiring.

- C. Elevator Permit (if applicable).
- D. Wrecking Permit (if applicable).
- E. Fencing Permit (if applicable).
- F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

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

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO
AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE
OF *JEFFREY CURRIER V. CITY OF CHICAGO*.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Jeffrey Currier v. City of Chicago*, 98 L 4198, in the amount of \$325,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Jeffrey Currier v. City of Chicago*, 98 L 4198, in the amount of \$325,000.

APPROVAL OF AMENDMENT NUMBER 2 TO PILSEN
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AND PLAN.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing Amendment Number 2 to the Pilsen Redevelopment Project and Plan, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under ordinances adopted on June 10, 1998, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for such date at pages 70521 -- 70712, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Redevelopment Plan") for a portion of the City known as the "Pilsen Redevelopment Project Area" (the "Redevelopment Project Area") (such ordinance being defined herein as the "Plan Ordinance"); (ii) designated the Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Redevelopment Project Area (the "T.I.F. Adoption Ordinance") (the Plan Ordinance, the Designation Ordinance and the T.I.F. Adoption Ordinance are collectively referred to in this ordinance as the "T.I.F. Ordinances"); and

WHEREAS, Under an ordinance adopted on November 12, 2003, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 12143 -- 12302 and under the provisions of the Act, the Corporate Authorities approved a first amendment to the Redevelopment Plan ("Amendment Number 1") (the Redevelopment Plan, as amended by Amendment Number 1, is referred to in this ordinance as the "Redevelopment Plan"); and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, certain changes may be made to a redevelopment plan, including a change which does not substantially affect the general land uses proposed in the redevelopment plan, without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, The Corporate Authorities desire to amend the Redevelopment Plan further to change the land-use of a certain parcel in the Redevelopment Project Area as originally recommended by the Redevelopment Plan, which such change shall not substantially affect the general land uses proposed in the Redevelopment Plan; now, therefore,

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

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

SECTION 2. Approval Of Amendment To Redevelopment Plan. The "Amendment Number 2 to The Pilsen Tax Increment Financing Redevelopment Project and Plan", a copy of which is attached hereto as Exhibit A (the "Plan

Amendment Number 2"), is hereby approved. Except as amended hereby, the Redevelopment Plan shall remain in full force and effect.

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

SECTION 4. Superseder. All ordinances (including, without limitation, the T.I.F. Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".
(To Ordinance)*

*The Pilsen Tax Increment Financing
Redevelopment Project And Plan.*

City Of Chicago, Illinois

*Introduced
March 10, 1998*

City Of Chicago

Richard M. Daley, Mayor

*Amendment Number 1
Dated As Of October 10, 2003*

*Prepared By The City Of Chicago Department
Of Planning And Development.*

*Amendment Number 2
Dated As Of June 30, 2004*

*Prepared By The City Of Chicago Department
Of Planning And Development.*

I.

Introduction.

This document is to serve as a redevelopment plan for the Pilsen Community, which includes a majority of the industrial corridor and commercial areas within the community. This area is subsequently referred to in this document as the Pilsen Tax Increment Financing Redevelopment Project Area, (the "Project Area").

As part of its strategy to encourage managed growth and stimulate private investment within the Pilsen Community, the City engaged Trkla, Pettigrew, Allen & Payne, Inc. ("T.P.A.P.") to study whether the Project Area of approximately 907 acres qualifies as a "conservation area", a "blighted area" or an "industrial park/conservation area" under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11/74.4.3), (the "Act"). The Project Area is generally bounded by Cullerton Avenue (between Ashland Avenue and Morgan Street) and 16th Street (between Morgan Street and Stewart Avenue) on the north, Stewart Avenue and the Chicago River on the east, the Stevenson Expressway and 33rd Street on the south, and Western Avenue on the west.

The Pilsen Community is one of Chicago's oldest and most unique urban neighborhoods. The neighborhood's special character can be attributed to its continual service as an important port of entry for immigrants dating back to the late 1800's. Throughout its history, Pilsen has been home to Polish, Czechoslovakian, Lithuanian, Irish, German and Bohemian immigrants and is now predominately populated by Hispanic families. The urban flavor of Pilsen originated from its early settlement pattern of small compact residences located very close to the growing industry along Pilsen's riverbanks. As Pilsen grew over time, this development pattern took precedence, resulting in a patchwork of various land uses within the community. Even though this type of development does not exhibit the best planning practices due to industrial activities being adjacent to residential uses, Pilsen has used it to its advantage and has remained a viable urban neighborhood to date. The community is very local by nature, utilizing the close proximity of local industrial employment opportunities, commercial activities, and residential areas.

However, despite the available local labor pool, much of Pilsen's industrial corridor is vacant or underutilized. The physical conditions of both the buildings and infrastructure have continued to deteriorate. To better assess the needs and past trends of Pilsen's industrial area, the Chicago industrial market and how it relates to the industrial activity within Pilsen has been examined. Such examination helps identify specific weaknesses and strengths within the area's market and identifies possible solutions for the Pilsen Community to remain competitive within the Chicago industrial market as a whole.

Chicago Industrial Market.

The Chicago metropolitan area maintains one of the country's largest inventories of industrial space, with a mid-1997 inventory of eight hundred sixty-one million seven hundred thousand (861,700,000) square feet. The market is very active; over the last year, approximately twenty-four million three hundred thousand (24,300,000) square feet of industrial space have been leased in the metropolitan area, twelve million one hundred thousand (12,100,000) square feet were sold and eleven million one hundred thousand (11,100,000) square feet of new construction were completed⁽¹⁾.

For purposes of industrial market analysis, real estate professionals divide the City of Chicago into two (2) submarkets: Chicago North and Chicago South, with Roosevelt Road (1200 south) as the dividing line. The make-up of the City's inventory is significantly different from that of the suburban inventory. Seventy-three percent (73%) of the City's inventory is manufacturing space and twenty-seven percent (27%) is warehouse and distribution space; less than one percent (1%) is office/service center. In contrast, fifty-two percent (52%) of the suburban inventory is manufacturing space, forty-four percent (44%) is warehouse and distribution space and four percent (4%) is office/service center. These proportions reflect the fact that the City has an older inventory of industrial space that was typically developed for large manufacturers⁽¹⁾.

The Chicago South submarket is where the Project Area is located. This South submarket, with eleven million two hundred thousand (11,200,000) square feet available and a vacancy rate of eight and three-tenths (8.3%), represents seventeen and zero-tenths percent (17.0%) of the available industrial space in the Chicago metropolitan area. Chicago South has eleven percent (11%) of the Chicago

(1) Goodman Williams Group -- Cushman & Wakefield of Illinois Research Service.

metropolitan area's inventory of warehouse/distribution space and eighteen and five-tenths percent (18.5%) of the entire Chicago metropolitan market's available space in that category. Much of this space is obsolete in its current condition and requires substantial renovation to attract modern industries⁽¹⁾.

Industrial development occurred from the late 1800s through the early 1970s in the Chicago South submarket, taking advantage of the shipping opportunities provided by the south branch of the Chicago River, the Illinois and Michigan Canal, Lake Michigan ports, and the confluence of multiple railroad lines. Construction of the Dan Ryan and Stevenson expressways (Interstate Routes 90/94 and 55, respectively), two (2) of the earliest sections of the federal highway system, further strengthened the South Chicago industrial market. However, more recently, the region's expanding expressway system has made suburban markets more accessible, unfortunately facilitating the development of attractive suburban markets. Also, the changing industrial needs and obsolete facilities have led to the abandonment of many industrial properties in the Chicago South submarket. But despite these current trends of industrial development in the suburban markets, the Chicago South submarket retains its strong locational advantages for many types of industrial users.

When analyzed as a whole, the Chicago metropolitan area has a healthy and active industrial real estate market. Yet the City's south side, representing fifteen and six-tenths percent (15.6%) of the metropolitan area's inventory of industrial space, is not fully participating in this strong market. The south side has a higher vacancy rate, achieves lower rents, and is not capturing any of the metropolitan area's considerable new construction activity.

The nature of industrial employment in Chicago has been affected by two (2) major national factors.

- Starting in the 1970s and continuing through the 1980s, the job base shifted away from manufacturing toward a service-oriented economy. In 1985, industrial employment represented fifty-two percent (52%) of all private-sector employment in the six (6) county Chicago metropolitan area, and forty-six percent (46%) of the City's total. In 1995, those figures had fallen to thirty-nine percent (39%) and twenty-seven percent (27%), respectively.
- Industrial jobs continued to move out of central urban areas to suburban communities. In 1985, forty-three percent (43%) of all jobs in the Chicago metropolitan area were located within the City; by 1995, the City's share had fallen to thirty-four percent (34%). The City's share of the industrial

employment in the metropolitan area fell from thirty-nine percent (39%) in 1985 to twenty-six percent (26%) in 1995⁽²⁾.

Despite these shifts in employment for the City and for the Metropolitan area as a whole, industrial employment remains very important to the job base of the Project Area. Within the zip code that covers the majority of the Project Area, half forty-nine and seven-tenths percent (49.7%) of the private-sector employment in zip code 60608 is in manufacturing and wholesale trade. In comparison, only twenty-one percent (21%) of the City's private-sector employment is in the industrial categories, as reported by the Illinois Department of Employment Security. The entire Project Area west of Halsted Street is covered by the zip code 60608 and approximately seventy-five percent (75%) of the industrial district is within this zip code.

The employment data show that while industrial employment within the Project Area continues to remain overwhelmingly industrial in nature, many jobs are leaving the Project Area. In the face of structural economic changes and the City's loss of jobs to the suburban areas, the City as a whole has an industrial job base that has remained relatively stable. The maintenance of this industrial job base is critical to the economic well being of the area and to the City.

The Project Area.

The Project Area has roughly the same boundaries as the Pilsen Industrial Corridor, which is among eight (8) corridors defined by the City in its report, Corridors of Industrial Opportunity: A Plan for Industry in Chicago's West Side. The designation by the City indicates that the corridor is already home to industrial companies as well as a resource of space for industrial development.

The Pilsen Industrial Corridor is one of the City's oldest industrial areas and one of the closest to the City's central area. The original industrial development of this corridor area occurred along the south branch of the Chicago River; and development expanded with the completion of the Illinois and Michigan Canal in 1848. Lumberyards, brickyards and a limestone quarry were among the original industries.

(2) Illinois Department of Employment Security data.

The considerable physical assets of the Project Area include the following features:

- The Stevenson Expressway (Interstate Route 55) roughly parallels the southern boundary of the proposed Pilsen T.I.F. District.
- The Dan Ryan Expressway (I-90/94) intersects the eastern portion of the subject area, east of Halsted Street.
- Five (5) rail lines are Burlington Northern, Santa Fe, Illinois Central Gulf, Conrail, and Union Pacific.
- The south branch of the Chicago River provides a navigable waterway.
- The C.T.A. provides rapid transit service with stations located outside the boundaries of the proposed district. Stations along the Douglas (Blue) Line are at 18th Street west of Ashland Avenue and at Hoyne Avenue and Western Avenue. The Midway (Orange) Line, which runs south of and parallel to I-55, stops near Halsted Street, Ashland Avenue and Western Avenue.
- Major north/south arterial serving the area are Western Avenue, Ashland Avenue and Halsted Street.
- A portion of the Project Area is within the City's Empowerment Zone.

The major physical constraint of the Project Area is the lack of east/west streets south of Cermak Road and Blue Island Avenue.

The Project Area enjoys strong locational assets, particularly its excellent highway, water and rail access, and is a key resource of the City's industrial market. However, without reinvestment, the Project Area is likely to continue to erode as existing companies choose to relocate and prospective businesses find more attractive environments. With a modern industrial infrastructure and competitive buildings, the Project Area could successfully compete in the Chicago area.

The Project Area also includes a limited commercial district along Blue Island Avenue, Ashland Avenue, and Oakley Avenue. See Figure 1: Boundary Map for the boundaries of the commercial district. This commercial district contains some of the oldest and distinct commercial areas in the City. The conditions of both the buildings and infrastructure are quite old and require extensive repair. Due to the poor physical condition, it is important that the commercial district be included in the Project Area so that it will have the ability to be maintained and improved, having the means to support the Pilsen Community.

Recognizing the Project Area's continuing potential as a vital industrial and commercial corridor, the City of Chicago is taking a proactive step toward the economic renaissance of the Project Area. The City wishes to complement previous efforts to stabilize industrial land uses, such as the Model Industrial Corridors Program, and support industrial and business expansion and to encourage private investment and development activity through the use of Tax Increment Financing.

The Project Area, described in more detail below as well as in the accompanying Eligibility Study, has not been subject to growth and development through investment by private enterprise and is not reasonably expected to be developed without the efforts and leadership of the City.

A. Pilsen Tax Increment Financing Redevelopment Project Area.

The Project Area contains five hundred ten (510) buildings and encompasses a total of approximately nine hundred seven (907) acres and is located one mile southwest of downtown Chicago. All areas of the Project Area are improved with buildings. For a map depicting the boundaries and legal description of the Project Area, see Section II, Legal Description.

In general, the Project Area can be divided into two (2) parts: a) the "industrial district", which is generally bounded by 16th Street on the north, Stewart Avenue and the Chicago River on the east, the Stevenson Expressway and 33rd Street on the south, and Western Avenue on the west; and b) the "commercial district", which is generally located along Ashland Avenue between Cermak and 21st Street, Blue Island Avenue between Western Avenue and Laflin Street, and along Oakley Avenue between 23rd Place and 25th Street.

The Pilsen Industrial District.

The majority of the Project Area is encompassed by the Pilsen Industrial Corridor. In March of 1995, The Model Industrial Corridor Initiative: Pilsen Industrial Corridor Final Plan (the "Strategic Plan") was completed as a precursor to this Redevelopment Plan. The Strategic Plan forms the basis for many of the recommendations contained in this Redevelopment Plan.

The industrial district encompasses approximately eight hundred sixty (860) acres which contains mostly industrial uses with scattered commercial and residential properties. The industrial properties located north of Cermak Road are generally small in size and are interspersed with residential and commercial properties. The majority of the industrial properties located south of Cermak Road include much larger sites not broken up by east/west cross streets.

The industrial district contains approximately one hundred fifty (150) businesses employing a total of approximately seven thousand eight hundred (7,800) people. Major employers include: Carmichael Leasing Co., Inc., Triple A Services, Inc., Brandenburg Industrial Services, East Balt Commissary Inc., V & V Food Products Inc., Rubin Manufacturing Inc., Jefferson Smurfit Corporation, Premium Plastics Inc., Cozzi Iron & Metal, Inc., Kramer & Co., Inc., Allied Metal Co., Tool & Engineering Co., Pines Trailer L.P., Illinois Recycling Services Inc., Dearborn Wholesale Grocers, and Coca-Cola Bottling Company.

The industrial district contains a mix of industrial buildings with eighty-two percent (82%) of the three hundred forty-three (343) buildings being over thirty-five (35) years old. The area is characterized by aging infrastructure, safety concerns, fly dumping, vacant land and buildings, deteriorated site development, poor image and appearance, and the lack of cooperation among area businesses and owners. Also, many of the older industrial buildings have become functionally obsolete for contemporary industrial operations.

The Commercial Redevelopment District.

The commercial district along Ashland Avenue, Blue Island Avenue, and Oakley Avenue contains approximately forty-seven (47) acres. This area is compact and dense with no undeveloped land. The majority of the buildings are commercial use with residential on the upper floors. Single-family homes are scattered throughout the commercial district. Ninety-one percent (91%) of the one hundred sixty-seven (167) buildings are over thirty-five (35) years old and require major repair or maintenance. Since 1994 the City of Chicago Building Department has issued building code violations for over fifty (50) different buildings in the commercial area, indicating that many of the buildings in the area are in need of major repair. In addition, infrastructure improvements are needed in the area.

The Project Area As A Whole.

The Project Area on the whole has not been subject to growth and development through investment by private enterprise. Evidence of this lack of growth and development is detailed in Section VI and summarized below.

- Numerous buildings show signs of obsolescence, deterioration, building code violations, excessive vacancies, and an overall depreciation of physical maintenance.
- The majority of the Project Area's infrastructure needs to be repaired or replaced. There are several viaducts that need to be reconstructed to

enable passage of tractor trailers through the Project Area. The street conditions are quite poor, requiring rebuilding or resurfacing. Most of the Project Area's curbs, gutters and sidewalks need replacement. Vaulted sidewalks are present in select areas of the Project Area. The replacement of these vaulted sidewalks are more difficult and costly as compared to the "non-vaulted" sidewalks. The retaining walls along the river are very old and may require maintenance and repair.

- Between January 4, 1993 to February 20, 1998, one hundred twenty-one (121) building permits were issued for new construction, additions, and alterations, which totaled approximately Eight Million One Hundred Thousand Dollars (\$8,100,000). Over half of these permits were for smaller scale projects requiring less than Twenty-five Thousand Dollars (\$25,000) worth of work, indicating no major developments or renovations in the area. Only six percent (6%) (Four Hundred Eighty-eight Thousand Five Hundred Dollars (\$488,500)) of this work was for industrial type buildings and five and four-tenths percent (5.4%) (Four Hundred Thirty-seven Thousand Dollars (\$437,000)) of the construction was for commercial/ retail/office type buildings. About fifty-two and five-tenths percent (52.5%) (Four Million One Hundred Forty-six Thousand Seven Hundred Fifty Dollars (\$4,146,750)) of the construction activity was for miscellaneous structures such as pumps, elevators, garages and air conditioning units. Overall, the investment is very scattered having little to no impact on the area.
- There have been over twenty-five (25) demolition permits issued between January 4, 1993 to February 20, 1998 years for the Project Area. This indicates a decline in business activity in the Project Area since these demolitions have not been replaced with new construction.
- Between 1991 and 1996, the assessed valuation (the "A.V.") of the Project Area decreased by one one hundredths percent (0.01%), while the A.V. of the City as a whole increased by seven and ten hundredths (7.10) percent between 1991 and 1996.
- Between 1990 and 1995 there was a twenty-five percent (25%) decrease in durable goods manufacturing jobs, a nine percent (9%) decrease in non-durable goods manufacturing jobs, and a eleven percent (11%) decrease in wholesale trade jobs within the area covered by zip code 60608, according to the Illinois Department of Employment Security. This area is bounded by Roosevelt Road on the north, Halsted Street on the east, 35th Street on the south, and California Avenue on the west. The entire Project Area west of Halsted Street is covered by the zip code, 60608 and

approximately seventy-five percent (75%) of the industrial district is within this zip code.

- The industrial district is part of the Chicago South industrial submarket which has significantly lower rents than the Chicago North industrial submarket and the Metropolitan area. The dividing line between the North and South submarkets is Roosevelt Road (1200 south). The average weighted rental rate for manufacturing in the south submarket is Two and 53/100 Dollars (\$2.53) per square foot, as compared to Three and 67/100 Dollars (\$3.67) per square foot and Three and 55/100 Dollars (\$3.55) per square foot in the north submarket and metropolitan area (Source: Goodman Williams Group/Cushman and Wakefield).
- The Chicago South industrial submarket has a significantly higher vacancy rate as compared to the Chicago North submarket and the metropolitan area. The vacancy rates are as follows: Chicago South submarket -- eight and three-tenths percent (8.3%), Chicago North submarket -- five and six-tenths percent (5.6%) and the metropolitan area -- seven and seven-tenths percent (7.7%). (Source: Goodman Williams Group/Cushman and Wakefield).

Without a comprehensive and areawide effort by the City to promote investment, the Project Area will not likely be subject to sound growth and development through private investment. Additionally, the Project Area would likely continue to be characterized by dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, the depreciation of physical maintenance and an overall lack of community planning.

While small scale, piecemeal development might occur in limited portions of the Project Area, the City believes that the Project Area should be revitalized on a coordinated, comprehensive and planned basis to ensure continuity with the planning efforts of the surrounding industrial corridors and neighborhoods. A coordinated and comprehensive redevelopment effort will allow the City and other taxing districts to work cooperatively to prepare for the increased service demands that may arise from the conversion of underutilized land and buildings to more intensive uses. Such a comprehensive redevelopment plan will also encourage job training to assist in putting residents of the surrounding neighborhoods to work in the newly created jobs within the Project Area.

B. Tax Increment Financing.

In January 1977, Tax Increment Financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation

Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance eligible "redevelopment project costs" with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived from the increase in the current Equalized Assessed Value (the "E.A.V.") of real property within the redevelopment project area over and above the "Certified Initial E.A.V." of such real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in Incremental Property Taxes. A decline in current E.A.V. does not result in a negative Incremental Property Tax.

To finance redevelopment project costs, a municipality may issue obligations secured by Incremental Property Taxes to be generated within the project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate tax revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, the new tax revenues produced by the enhanced valuation of properties resulting from the municipality's redevelopment program, improvements and activities, various redevelopment projects, and the reassessment of properties. Under T.I.F., all taxing districts continue to receive property taxes levied on the initial valuation of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs necessary to implement the redevelopment plan have been paid. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

C. The Redevelopment Plan For The Pilsen Tax Increment Financing Redevelopment Project Area.

As evidenced in Section VI, the Project Area as a whole has not been subject to growth and development through private investment. Furthermore, it is not reasonable to expect that the Project Area as a whole will be redeveloped without the use of T.I.F.

Trkla, Pettigrew, Allen, & Payne Inc. has prepared this Redevelopment Plan and the related eligibility study with the understanding that the City would rely on (i) the

findings and conclusions of the Redevelopment Plan and the related eligibility study in proceeding with the designation of the Redevelopment Plan, and (ii) the fact that Trkla, Pettigrew, Allen & Payne, Inc. has obtained the necessary information so that the Redevelopment Plan and the related eligibility study will comply with the Act.

This Pilsen Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area in order to stimulate private investment in the Project Area. The goal of the City, through implementation of this Redevelopment Plan, is that the entire Project Area be revitalized on a comprehensive and planned basis to ensure that private investment in rehabilitation and new development occurs:

1. On a coordinated rather than piecemeal basis to ensure that land use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards; and
2. On a reasonable, comprehensive and integrated basis to ensure that the factors of blight and conservation are eliminated; and
3. Within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the City.

Redevelopment of the Project Area will constitute a large and complex endeavor, and presents challenges and opportunities commensurate with its scale. The success of this redevelopment effort will depend to a large extent on the cooperation between the private sector and agencies of local government. Adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for redevelopment of the Project Area. By means of public investment, the Project Area will become a stable environment that will again attract private investment. Public investment will set the stage for area-wide redevelopment by the private sector. Through this Redevelopment Plan, the City will serve as the central force for directing the assets and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort.

This Redevelopment Plan sets forth the overall "Redevelopment Project" to be undertaken to accomplish the City's above-stated goal. During implementation of the Redevelopment Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements with private entities to construct, rehabilitate, renovate or restore private improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

This Redevelopment Plan specifically describes the Project Area and summarizes the conservation area factors which qualify a portion of the Project Area as a "conservation area" and the blight factors which qualify a portion of the Project Area as a "blighted area" as defined in the Act.

Successful implementation of this Redevelopment Plan requires that the City utilize Incremental Property Taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of T.I.F. will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the existing and threatened blight and conservation area conditions which have precluded development of the Project Area by the private sector.

The use of Incremental Property Taxes will permit the City to direct, implement and coordinate public improvements and activities to stimulate private investment within the Project Area. These improvements, activities and investments will benefit the City, its residents and all taxing districts having jurisdiction over the Project Area. These anticipated benefits include:

- An increased property tax base arising from new industrial development and the rehabilitation of existing buildings.
- An increased sales tax base resulting from new and existing commercial, retail and industrial development.
- An increase in construction, industrial, and other full-time employment opportunities for existing and future residents of the City.
- The construction of an improved system of roadways, utilities and other infrastructure which better serves existing industries and adequately accommodates desired new development.

II.

Legal Description And Project Boundary.

The boundaries of the Project Area have been drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Project to be undertaken as part of this Redevelopment Plan: The boundaries of the Project Area are shown in Figure 1, Project Boundary, and are generally described below:

The Project Area is generally bounded by Cullerton Avenue (between Ashland Avenue and Morgan Street) and 16th Street (between Morgan Street and Stewart Avenue) on the north, Stewart Avenue and the Chicago River on the east, the Stevenson Expressway and 33rd Street on the south, and Western Avenue on the west.

The boundaries of the Project Area are legally described in (Sub)Exhibit I at the end of this report.

III.

Eligibility Conditions.

The results summarized in this section are more fully described in a separate report which presents the definition, application and extent of the conservation and blight factors in the Project Area. The report, prepared by T.P.A.P. and entitled "Pilsen Project Area Tax Increment Financing Eligibility Study", is attached as (Sub)Exhibit V to this Redevelopment Plan.

A. Industrial District.

Based upon surveys, inspections and analyses of the Project Area, the industrial district qualifies as a "blighted area" within the requirements of the Act. The industrial district area is characterized by the presence of a combination of five (5) or more of the blight factors listed in the Act for improved areas, rendering the district detrimental to the public safety, health and welfare of the citizens of the City. Specifically,

- Of the fourteen (14) factors for improved, blighted areas set forth in the Act, nine (9) are found to be present to a major extent and one (1) is found to be present to a limited extent in the industrial district.
- These ten (10) factors are reasonably distributed throughout the industrial district.
- The entire industrial district is impacted by and shows the presence of these ten (10) factors.

- The industrial district includes only real property and improvements substantially benefited by the Redevelopment Program and potential Redevelopment Projects.

B. Commercial District.

Based upon surveys, inspections and analyses of the Project Area, the commercial district qualifies as a "conservation area" within the requirements of the Act. Ninety-one percent (91%) or more of the buildings in the commercial district have an age of thirty-five (35) years or more, and the commercial district is characterized by the presence of a combination of three (3) or more of the conservation factors listed in the Act, rendering the district detrimental to the public safety, health and welfare of the citizens of the City. The commercial district is not yet a blighted area, but it may become a blighted area. Specifically,

- Of the one hundred sixty-seven (167) buildings in the commercial district, one hundred fifty-two (152) (ninety-one percent (91%)) are thirty-five (35) years of age or older.
- Of the remaining fourteen (14) factors set forth in the Act for conservation areas, six (6) are found to be present to a major extent and three (3) are found to be present to a limited extent in the commercial district.
- These nine (9) factors are reasonably distributed throughout the commercial district.
- The entire commercial district is impacted by and shows the presence of these nine (9) factors.
- The commercial district of the Project Area includes only real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

C. Surveys And Analyses Conducted.

The conservation and blight factors found to be present in the Project Area are based upon surveys and analyses conducted by T.P.A.P.. The surveys and analyses conducted for the Project Area include:

1. exterior survey of the condition and use of each building;

2. site surveys of streets, alleys, sidewalks, curbs and gutters, lighting, parking facilities, landscaping, fences and walls, and general property maintenance;
3. analysis of existing uses and their relationships;
4. comparison of current land-use to current zoning ordinance and the current zoning map;
5. analysis of original and current platting and building size and layout;
6. analysis of vacant sites and vacant buildings;
7. analysis of building floor area and site coverage;
8. analysis of building permits issued for the Project Area from January 4, 1993 to February 20, 1998;
9. analysis of building code violations for the Project Area from January 1, 1994 to June 20, 1997; and
10. review of previously prepared plans, studies and data.

IV.

Redevelopment Goals And Objectives.

Comprehensive and coordinated area-wide investment in new public and private improvements and facilities is essential for the successful redevelopment of the Project Area and the elimination of conditions that have impeded redevelopment of the Project Area in the past. Redevelopment of the Project Area will benefit the City through improvements in the physical environment, an increased tax base, and additional employment opportunities.

This section identifies the general goals and objectives adopted by the City for redevelopment of the Project Area. Section V presents more specific objectives for development and design within the Project Area and the redevelopment activities the City plans to undertake to achieve the goals and objectives presented in this section.

A. General Goals.

Listed below are the general goals adopted by the City for redevelopment of the Project Area. These goals provide overall focus and direction for this Redevelopment Plan.

1. An improved quality of life in the Project Area and the surrounding community.
2. Elimination of the influences and manifestations of physical and economic deterioration and obsolescence within the Project Area.
3. An environment which will contribute more positively to the health, safety and general welfare of the Project Area and the surrounding community.
4. An environment which will preserve or enhance the value of properties within and adjacent to the Project Area.
5. An increased real estate and sales tax base for the City and other taxing districts having jurisdiction over the Project Area.
6. The retention and enhancement of sound and viable existing businesses and industries within the Project Area.
7. The attraction of new industrial and business development and the creation of new job opportunities within the Project Area.
8. Employ residents within and surrounding the Redevelopment Project Area in jobs in the Redevelopment Project Area and in adjacent redevelopment project areas.

B. Redevelopment Objectives.

Listed below are the redevelopment objectives which will guide planning decisions regarding redevelopment within the Project Area.

1. Reduce or eliminate those conditions which qualify the Project Area as a blighted and conservation area. These conditions are described in detail in (Sub)Exhibit V to this Redevelopment Plan.
2. Strengthen the economic well-being of the Project Area by increasing taxable values.
3. Assemble or encourage the assembly of land into parcels of appropriate shape and sufficient size for redevelopment in accordance with this Redevelopment Plan.
4. Create an environment which stimulates private investment in the upgrading and expansion of existing industries and the construction of new businesses and industrial facilities.

5. Encourage visually attractive buildings, rights-of-way and open spaces and encourage high standards of design, including river edge amenities where appropriate.
6. Provide needed improvements and facilities in proper relationship to the projected demand for such facilities and in accordance with present-day design standards for such facilities.
7. Provide needed incentives to encourage a broad range of improvements in business retention, rehabilitation and new development.
8. Establish job readiness and job training programs to provide residents within and surrounding the Project Area with the skills necessary to secure jobs in the Project Area and in adjacent redevelopment project areas.
9. Secure commitments from employers in the Project Area and adjacent redevelopment project areas to interview graduates of the Project Area's job readiness and job training programs.
10. Create new job opportunities for City residents utilizing first source hiring programs and appropriate job training programs.
11. Provide opportunities for women and minority businesses to share in the redevelopment of the Project Area.

V.

Redevelopment Project.

This section presents the Redevelopment Project anticipated to be undertaken by the City and by private entities on behalf of the City in furtherance of this Redevelopment Plan. Several existing plans which include, The Model Industrial Corridor Initiative: Pilsen Industrial Corridor Final Plan 1995, The Corridors of Industrial Opportunity Plan 1992, Cityspace, An Open Space Plan for Chicago, and The City of Chicago Capital Improvement Program 1997 -- 2001, have been reviewed and form the basis for many of the recommendations presented in this Redevelopment Plan. The Redevelopment Project described in this Redevelopment Plan and pursuant to the Act includes: a) the overall redevelopment concept, b) the land-use plan, c) improvement and development recommendations for planning subareas, d) development and design objectives, e) a description of redevelopment

improvements and activities, f) estimated redevelopment project costs, g) a description of sources of funds to pay estimated redevelopment project costs, h) a description of obligations that may be issued, and i) identification of the most recent E.A.V. of properties in the Project Area and an estimate of future E.A.V.

A. Overall Redevelopment Concept.

The Project Area should be redeveloped as a cohesive and distinctive industrial, business and employment district. It should consist of industrial and business areas offering a range of site development opportunities; commercial areas that serve and support surrounding neighborhoods and employment centers; and a range of public facilities, open spaces and pedestrian amenities. The river's edge should be improved and enhanced as an open space amenity and pedestrian/bicycle corridor.

The major portion of the Project Area should be redeveloped as a planned industrial district. Within the industrial district, viable existing industries should be retained and enhanced, and large-scale new industrial development should be undertaken.

The Ashland Avenue, Blue Island Avenue and Oakley Avenue commercial district should be upgraded and enhanced as retail and service areas that serve and support surrounding neighborhoods and employment areas.

The entire Project Area should be marked by improvements in safety and infrastructure, retention and expansion of jobs and industries, new industrial and business development, and enhancement of the area's overall image and appearance. Improvement projects should include: the rehabilitation and reuse of existing industrial and commercial buildings, new industrial and commercial construction, street and infrastructure improvements, landscaping and other appearance enhancements, and the provision of new amenities which companies expect to find in a contemporary industrial park environment.

The Project Area should have good accessibility and should be served by a street system and public transportation facilities that provide safe and convenient access to and circulation within the Project Area.

The Project Area should be characterized by a planned network of open spaces and public amenities which will organize and provide focus to the Project Area. An open space network should be created which links major employment centers, commercial corridors, open spaces, landscaped streets and surrounding amenities.

The Project Area should have a coherent overall design and character. Individual developments should be visually distinctive and compatible. To the extent possible, the Project Area should respect Chicago's traditional neighborhood form which is characterized by a grid pattern of streets, with buildings facing the street.

The Project Area should become one of the City's premier employment centers that will complement and enhance surrounding community areas.

B. Land-Use Plan.

Figure 2 presents the Land-Use Plan that will be in effect upon adoption of this Redevelopment Plan.

As indicated in Figure 2, the major portion of the Project Area will be redeveloped as a planned and cohesive industrial and employment district providing sites for a wide range of land uses, including manufacturing, distribution, assembly, warehousing and research and development uses.

The existing commercial corridors along Ashland Avenue, Blue Island Avenue and Oakley Avenue will be upgraded and enhanced as shopping and service areas that provide for the day-to-day needs for surrounding residents, employees and business patrons.

Existing public and institutional uses will be maintained, enhanced and upgraded as required. Throughout the Project Area, land uses will be arranged and located to minimize conflicts between different land-use activities.

The Land-Use Plan highlights numerous opportunities for industrial and commercial improvement, enhancement and new development within the Project Area. The Plan is focused on maintaining and enhancing sound and viable existing businesses, and promoting new business development at selected locations.

The Land-Use Plan designates four (4) general land-use categories within the Project Area, as described below:

- The Industrial District encompasses the major portion of the Project Area and is the predominant land-use. The industrial district is suitable for a wide mix of land uses, including manufacturing, assembly, distribution, warehousing, office, and research and development facilities. In addition, limited commercial development which serves and supports the industrial area will be permitted in selected locations. Within the industrial district, sound existing industries will be retained and enhanced, and large-scale, planned new industrial development will be promoted on vacant, severely deteriorated and underutilized properties.

- The Commercial District encompasses the northwest portion of the Project Area, and includes the Ashland Avenue, Blue Island Avenue and Oakley Avenue corridors. The commercial district is suitable for a mix of shoppers goods retail, convenience retail, personal and business services, financial institutions, professional offices, public and institutional uses, and off-street parking. Limited residential development will also be permitted in selected blocks, and residential units above the first floor will be encouraged. Within the commercial district, emphasis will be placed on improving and upgrading existing businesses and promoting compatible new commercial infill development.
- The Public Use District encompasses several existing public schools and parks located within the Project Area, including Benito Juarez High School, Perez Elementary School, De La Cruz School, Whittier Elementary School, and Dvorak Park. In general, these areas will be maintained and enhanced for public and institutional use. Existing residential uses will be allowed to remain, provided they are compatible with and do not adversely impact the public use facilities. Within this district, emphasis will be placed on improving and enhancing existing public facilities as focal points for the surrounding neighborhoods.
- The Mixed-Use District encompasses several parcels included in the southwest portion of the Project Area and generally bounded by 33rd Street on the south, Wolcott Avenue on the east, Hoyne Avenue on the west and the Stevenson Expressway on the north. Since these parcels lie on the perimeter of the industrial corridor and abut residential uses to the south, it is recommended that commercial uses be allowed as well as industrial. Within the mixed-use district, emphasis will be placed on finding uses that are compatible with and supportive of the neighboring residential neighborhood.

Recommended land-use strategies for specific subareas are presented in the following section of this Redevelopment Plan.

C. Planning Subareas.

The Project Area has been subdivided into eleven (11) subareas, each of which would be suitable for a different mix of uses and intensity of development, and each of which warrants a different approach to improvement and redevelopment (See Figure 3).

It should be emphasized that the boundaries of these subareas and the specification of uses within the subareas are for guidance only, and are subject to refinement and modification as a part of the City's planned development process.

1. Industrial Subareas.

The major portion of the Project Area will be reserved for industrial use. Key recommendations for individual industrial subareas are highlighted below. More specific development and design objectives for industrial subareas are presented in a following section of this Redevelopment Plan.

Subarea A.

Subarea A encompasses the western portion of the Project Area, and is generally bounded by Blue Island Avenue on the north, Western Avenue on the west, the Stevenson Expressway on the south and Ashland Avenue on the east. Major existing land uses include warehousing, distribution, trucking and recycling yards. The area also includes auto-related parts and scrap yards, manufacturing and wholesale trade.

While Subarea A includes viable manufacturing, distribution and warehouse uses, it also includes several relatively large vacant and underutilized land parcels, particularly west of Wood Street extended. The largest of these is the fifty-five (55) acre former Sears Distribution Warehouse site, located just south of the south branch of the Chicago River, west of Ashland Avenue.

Subarea A should be the location for large-scale planned industrial development incorporating sound existing industries and significant new construction. Subarea A has a number of advantages for industrial development. It has good regional accessibility, and access to the rail and waterway systems. However, there are few interior streets, and portions of this subarea are essentially land-locked. Substantial infrastructure improvements will be required.

Subarea A should be designed to maximize flexibility for new industrial park development, and provide expansion opportunities for the firms presently located in the area. Design of this subarea should establish a strong and positive new visual identity for the industrial district.

Subarea B.

Subarea B encompasses the central portion of the Project Area, and is

generally bounded by Cermak Road on the north, Ashland Avenue on the west, the south branch of the Chicago River on the south, and the Dan Ryan Expressway on the east.

Major existing uses include the Commonwealth Edison Power Plant, the Loop Recycling Plant, Sexton Disposal, the City Department of Streets and Sanitation facility, building material supply yards, printing, warehousing and trucking firms. Subarea B is also the site of several "heavy commercial" uses such as Seigel's Lumber and Warshawski Auto Supply.

Subarea B is an older, established industrial area. While it is essentially built up, it does include several relatively large vacant industrial buildings and land parcels, particularly in the western portion of the subarea. Some of the older vacant industrial buildings have historic interest, and appear to have reuse potential.

Subarea B should be the location for large-scale new industrial development, including the reuse of vacant buildings and redevelopment of marginal and severely deteriorated properties. Subarea B has good regional accessibility and visibility, as well as access to the rail and waterway systems. However, there are few interior streets, several land parcels are essentially land-locked, and infrastructure improvements will be required.

The enhancement of the river corridor in this area should be encouraged. Possible amenities should include a bicycle/pedestrian path that will continue along the river and be linked to other open space networks.

Subarea C.

Subarea C encompasses the southwest portion of the Project Area, generally south of the Stevenson Expressway and west of Archer Avenue. Subarea C is a relatively small industrial enclave, and is isolated from the other industrial subareas. Major existing uses include auto and truck parts and repair services, trucking firms, and Pallet Supply Company.

While Subarea C is essentially developed, it does include several vacant and marginal properties that should be redeveloped for small-scale new industrial or business use.

Subarea C is closely bordered by residential uses to the south. Improvement and development of this subarea should include landscaping and/or attractive

fencing to screen the industrial area from residential uses. The residential area should also be protected from industrial area traffic, parking and other adverse impacts.

Subarea D.

Subarea D encompasses the southeast portion of the Project Area, and is generally bounded by the south branch of the Chicago River on the north and west, Archer Avenue on the south, and Stewart Avenue on the east. Major existing uses include Brandenburg Construction, Holsum Bread, Triple A Vending, Sterling Disposal, Allied and Sloan Metal.

While Subarea D is essentially developed, it does include several smaller vacant and marginal properties that should be redeveloped for small-scale new industrial or business use. Because of the presence of the river, the expressway and the rail corridors, many of the sites within this subarea have limited size and a challenging configuration.

A portion of Subarea D is closely bordered by a small residential enclave south of Eleanor Street. Improvement and development of this subarea should include landscaping and/or attractive fencing to screen the industrial area from residential uses. The residential area should also be protected from industrial area traffic, parking and other adverse impacts.

The enhancement of the river corridor in this area should be encouraged. Possible amenities should include a bicycle/pedestrian path that will continue along the river and be linked to other open space networks.

Subarea E.

Subarea E encompasses the southeast corner of the Project Area, and is generally bounded by 27th Street on the north, Popular Avenue on the west, 29th Street on the south and Halsted Street on the east. Subarea E includes several commercial service and light industrial uses along the Archer Avenue frontage, including Sherwin Williams Paint. However, the dominant feature within this subarea is the former stone quarry, which is in the process of being filled.

Existing business uses should be improved and upgraded, and vacant and marginal properties should be redeveloped for small-scale new business and industrial use. When the ongoing filling operation is complete, the quarry

property should be redeveloped. If environmental conditions permit, the site should be considered for compatible light industrial development. If environmental conditions do not permit building development, the site should be improved for public park and open space use.

Because of the close proximity to residential uses, this subarea should be limited to light industry and similar uses. Improvement and development should include landscaping and/or attractive fencing to screen the industrial area from residential uses. The residential area should also be protected from industrial area traffic, parking and other adverse impacts.

Subarea F.

Subarea F encompasses the northeast corner of the Project Area and is generally bounded by 16th Street on the north, the Dan Ryan Expressway on the west, the south branch of the Chicago River on the south and Stewart Avenue on the east. Major existing land uses include Ozinga Ready Mix, building supply, contracting, metal recycling, boat storage, warehousing, vending, paper distribution and wholesale trade. The area also contains several blocks with incompatible residential uses.

Subarea F is an older, waterfront-oriented industrial area with numerous warehouse and storage facilities. This subarea also has several businesses that serve and support the nearby Chinatown community.

While Subarea F has a number of sound and viable businesses, it also includes several vacant industrial buildings, marginal uses and vacant land parcels, particularly in the blocks between Canal Street and Stewart Avenue. These properties should be redeveloped for industrial and business use. Several of the older industrial buildings, including the former Schoonhoven Brewery building, have historic interest and reuse potential.

The enhancement of the river corridor in this area should be encouraged. Possible amenities should include a bicycle/pedestrian path that will continue along the river and be linked to other open space networks.

Subarea G.

Subarea G encompasses the industrial properties north of Cermak Road, between the Dan Ryan Expressway and Morgan Street. Subarea G includes a diverse mix of industrial, commercial and residential land uses, together with vacant buildings and land parcels. In general it is characterized by marginal uses, deterioration and land-use conflicts.

While viable existing industries could be retained, Subarea G should undergo area-wide redevelopment for small-scale new industrial and business uses. Because of the close proximity to residential uses, this subarea should be limited to light industry and similar uses. Improvement and development should include landscaping and/or attractive fencing to screen the industrial area from residential uses. The residential area should also be protected from industrial area traffic, parking and other adverse impacts.

Subarea H.

Subarea H encompasses the industrial properties north of Cermak Road, between Morgan Street and Ashland Avenue. Major existing uses include Kramer Industries, the Coca Cola Bottling Plant, auto-related services, Dvorak Park, Benito Juarez High School and Perez Public School.

Subarea H is essentially built up, although it does include several vacant buildings and marginal uses that can be redeveloped for industrial use or for the expansion of the existing high school. Because of the close proximity to residential uses, this subarea should be limited to light industry and similar uses. Improvement and development should include landscaping and/or attractive fencing to screen the industrial area from residential uses. The adjacent residential area should also be protected from industrial area traffic, parking and other adverse impacts.

The public schools and park site located in Subarea H should be maintained and enhanced as essential community facilities which serve surrounding neighborhoods. Building and site improvements should be undertaken as required. Small-scale expansion should be considered if needed. Public use sites should be protected from industrial area traffic, parking and other adverse impacts.

2. Commercial Subareas.

The Ashland Avenue, Blue Island Avenue and Oakley Avenue corridors should be improved and enhanced for commercial and business use. Key recommendations for commercial subareas are highlighted below. More specific development and design objectives for the commercial subareas are presented in a following section of this Redevelopment Plan.

Subarea I.

Subarea I encompasses the Ashland Avenue corridor, from Cermak Road to 21st Street, and Blue Island Avenue, from 21st Street to Cullerton Avenue.

Subarea I includes a mix of retail, service, public, institutional, light industrial and residential uses. It is characterized by attractive older multi-story masonry buildings, many of which may have historic interest.

Subarea I should be upgraded and enhanced as a mixed-use corridor providing sites for a range of commercial, business and residential uses. Commercial uses should be oriented to motorists which travel Ashland Avenue and Blue Island Avenue, and to the needs of nearby residential neighborhoods and employment centers.

Subarea J.

Subarea J encompasses the north side of Blue Island Avenue, from Ashland Avenue to Western Avenue. In addition, this subarea also generally includes the Oakley Avenue frontage, from Blue Island Avenue to 23rd Place and the Wolcott Avenue frontage, from Blue Island Avenue to 23rd Street.

Subarea J includes a diverse mix of commercial service, light industrial, residential uses, a Chicago Police Station, De La Cruz Public School, and Whittier Elementary School. In contrast to the other commercial subareas, Subarea J is characterized by marginal uses, deterioration and land-use conflicts, particularly within the blocks along Blue Island Avenue.

While viable existing uses should be retained and upgraded, substantial portions of the Blue Island frontage should undergo redevelopment for small-scale commercial service and compatible light industry. Residential uses that face other residential uses in this area should be permitted and maintained. However, new residential construction should be discouraged along Blue Island Avenue.

The public schools located in Subarea J should be maintained and enhanced. Building and site improvements should be undertaken as required. Small scale expansion should be considered if needed.

3. Mixed-Use Subareas.

There is only one (1) area of the Project Area which qualifies as a mixed-use subarea.

Subarea K.

Subarea K encompasses several parcels of the southwest portion of the Project Area, generally south of the Stevenson Expressway, west of Wolcott Avenue, east

of Hoyne Avenue and north of 33rd Street. Subarea K is currently a relatively small industrial enclave, and is isolated from the other industrial subareas.

Subarea K includes several vacant and marginal properties that should be redeveloped for new industrial or commercial use.

Subarea K is closely bordered by residential uses to the south. Therefore commercial uses should be considered to provide goods and services to the residents of the neighborhoods.

D. Development And Design Objectives.

Listed below are the specific Development and Design Objectives which will assist the City in directing and coordinating public and private improvement and investment within the industrial and commercial districts of the Project Area in order to achieve the general goals and objectives identified in Section IV of this Redevelopment Plan.

The Development and Design Objectives are intended to help attract desirable new business and commercial development, foster a consistent and coordinated development pattern, and create an attractive and quality image and identity for the Project Area.

1. Industrial Areas.

The following Development and Design Objectives apply to the overall industrial district and to the various industrial subareas of the Project Area.

a) Land-Use.

- Promote comprehensive, areawide redevelopment of the southern portion of the Project Area as a planned and cohesive industrial, business and employment district.
- Provide sites for a wide range of land uses, including manufacturing, distribution, warehousing and research and development facilities.
- Promote business retention and new employment development throughout the industrial district.
- Promote limited retail and commercial uses in selected locations which support the needs of the industrial district's employees and business patrons.

- Protect subareas designated for industrial and employment use from competing and conflicting land uses.

b) Building And Site Development.

- Where feasible, repair and rehabilitate existing industrial buildings in poor condition.
- Where rehabilitation is not feasible, demolish deteriorated existing buildings to allow for new industrial development.
- Reuse vacant industrial buildings in serviceable condition for new business or industrial uses.
- Ensure that the design of new industrial buildings is compatible with the surrounding building context.
- Preserve buildings with historic and architectural value where appropriate.
- Promote the use of architectural treatments or landscaping to add visual interest to large industrial buildings facing major streets.
- Locate building service and loading areas away from front entrances and major streets where possible.
- Encourage parking, service and support facilities which can be shared by multiple industries.
- Encourage decorative metal fencing around the perimeter of industrial sites to provide street level identity and enhance public safety. Discourage the use of chain link fencing, except in areas that are not visible to the public.

c) Transportation And Infrastructure.

- Ensure safe and convenient access to the industrial subareas for trucks, autos and public transportation.
- Alleviate traffic congestion along arterial routes.

- Improve the street surface conditions, street lighting, viaduct conditions and traffic signalization.
- Consider the use of traffic calming devices such as cul-de-sacs, limited access and street closures in areas where industrial activity is in close proximity to residential areas.
- Consider closing selected street segments in order to create larger building sites and enhance opportunities for new development.
- Promote "transit-friendly" developments that incorporate transit facilities into their design.
- Provide well-defined, safe pedestrian connections between developments within the industrial district, and between industrial subareas and nearby destinations.
- Promote the development of river edge amenities to provide a continuous pedestrian and bicycle corridor along the river.
- Upgrade public utilities and infrastructure as required.

d) Urban Design.

- Establish a comprehensive streetscape system which can guide the design and location of light fixtures, sidewalks, paving materials, landscaping, street furniture and signage.
- Promote high quality and harmonious architectural and landscape design within the industrial district.
- Enhance the appearance of industrial areas by landscaping the major street corridors.
- Provide distinctive design features, including landscaping and signage, at the major entryways into the industrial district.
- Install streetpole banners throughout the industrial district to signal revitalization and reinvestment.
- Develop a distinctive new name and logo for the Project Area; use these extensively to increase public awareness and establish a new identity for the Project Area.

- Clean-up and maintain vacant land, particularly in highly visible locations; where possible, use vacant lots for open space, community gardens or off-street parking.
- Eliminate illegal dumping, abandoned vehicles and graffiti.
- Promote the development of "public art" at selected locations.
- Prohibit billboards and other outdoor advertising.

e) Landscaping And Open Space.

- Provide landscaped transitional areas to secure the periphery of the industrial district and reduce the adverse impact of industrial activities on adjacent residential neighborhoods.
- Encourage landscaped open spaces in front setbacks, particularly along arterial and industrial collector streets.
- Screen active rail tracks with berming and landscaping.
- Promote the use of landscaping to screen dumpsters, waste collection areas, and the perimeter of parking lots and other vehicular use areas.
- Use landscaping and attractive fencing to screen loading and service areas from public view.
- Promote a continuous landscaped open space area along the river corridor.
- Promote the development of shared open spaces within industrial subarea, including courtyards, eating areas, recreational areas, et cetera.
- Ensure that all open spaces are designed, landscaped and lighted to achieve a high level of security.
- Ensure that all landscaping and design materials comply with the City of Chicago Landscape Ordinance.

2. Commercial Areas.

The following Development and Design Objectives apply to the various commercial subareas of the Project Area.

a) Land-Use.

- Promote improvement and enhancement of the Ashland Avenue, Blue Island Avenue and Oakley Avenue corridors as retail and service areas that serve and support nearby residential and employment areas.
- Provide sites for a wide range of retail, commercial service, public and institutional uses.
- Retain sound existing businesses and promote compatible new commercial development in selected locations.
- Encourage the clustering of similar and supporting commercial uses to promote cumulative attraction and multi-stop shopping.
- Promote convenience retail and service uses that can provide for the day-to-day needs of nearby residents, employees and business patrons.
- Establish a visual and functional identity for the commercial subareas which reflects the culture and ethnic heritage of adjoining neighborhoods.
- Promote new activities and events along the corridors which will enhance overall neighborhood identity and encourage people to frequent the commercial areas.

b) Building Development.

- Reinforce Chicago's traditional commercial development pattern which consists of two (2) and three (3) story masonry buildings located at or near the sidewalk line, with front doors facing the street.
- Repair and rehabilitate existing commercial buildings in poor condition.
- Reuse vacant buildings for new commercial uses.
- Maintain and preserve older commercial buildings with architectural or historic interest.
- Improve the design and appearance of commercial storefronts.
- Ensure that the design of new buildings is compatible with the surrounding building context.

- Improve the overall level of "housekeeping" within the commercial subareas.
- Improve commercial area signage.
- Establish commercial area design guidelines that will help visually unify the commercial subareas; guidelines should address facade treatment, color, materials, awnings and canopies, and commercial signage.

c) Access And Circulation.

- Ensure safe and convenient access to the commercial subareas for autos, public transportation and pedestrians.
- Monitor traffic conditions within the commercial subareas; undertake traffic operational and signalization improvements where necessary.
- Consider closing selected side street segments in order to create larger building sites and enhance opportunities for new commercial development.
- Consider the use of traffic calming devices such as cul-de-sacs, limited access and street closures to protect adjoining residential neighborhoods.
- Provide well-defined and safe pedestrian connections between the commercial subareas and the surrounding neighborhoods and employment centers.

d) Parking.

- Ensure that all commercial subareas are served by an adequate supply of conveniently located parking.
- Minimize parking "spillover" in adjacent neighborhoods.
- Maintain curb parking within each commercial subarea.
- Consider new public parking lots in selected locations.
- Consider closing selected side streets to create new parking areas.

- Utilize alleys and the rear portions of commercial properties for parking.
- Promote cooperative arrangements between businesses which would permit existing parking lots to be used by neighboring businesses during off-peak periods.
- Ensure that parking lots are attractively designed and adequately maintained.
- Consolidate and redesign small separate parking lots located within the same block.

e) Public Rights-Of-Way.

- Improve the condition of street surfaces, curbs and gutters within the commercial subareas.
- Improve the condition of sidewalk surfaces; consider special surface treatments in pedestrian shopping areas.
- Provide safe and convenient pedestrian crosswalks.
- Provide new street furniture where space permits, including benches, planters, kiosks and trash receptacles.
- Provide new pedestrian-scale lighting in areas with intense pedestrian activity.
- Provide new street trees and accent lighting where space permits.
- Create new "gateway" areas, including landscaping and signage, at the major entry points to the commercial subareas.
- Install streetpole banners within the commercial areas to signal revitalization and reinvestment.
- Promote the development of "public art" at selected locations.
- Establish a comprehensive streetscape system which can guide the design and location of light fixtures, sidewalks, paving materials, landscaping, street furniture and signage throughout the commercial subareas.

E. Redevelopment Improvements And Activities.

The City proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques including, but not limited to, tax increment financing, to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The City also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The City may enter into redevelopment agreements with public or private entities for the furtherance of this Redevelopment Plan. Such redevelopment agreements may be for the assemblage of land; the construction, rehabilitation, renovation or restoration of improvements or facilities; the provision of services; or any other lawful purpose. Redevelopment agreements may contain terms and provisions which are more specific than the general principles set forth in this Redevelopment Plan and which include affordable housing requirements as described in (Sub)Exhibit II, Estimated Redevelopment Project Costs.

1. Property Assembly.

To meet the goals and objectives of this Redevelopment Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease or eminent domain and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties.

Figure 4, Land Acquisition Overview Map, indicates the parcels currently proposed to be acquired for clearance and redevelopment in the Project Area. (Sub)Exhibit IV contains Figures 4a -- m: Land Acquisition by Block and Parcel Identification Number which portrays the acquisition properties in more detail.

In connection with the City exercising its power to acquire real property not currently identified on the following Acquisition Map, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City.

As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and redevelopment. The City may

demolish improvements, remove and grade soils and prepare sites with soils and materials suitable for new construction. Clearance and demolition will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized.

The City may (a) acquire any historic structure (whether a designated City or State landmark or on, or eligible for, nomination to the National Register of Historic Places); (b) demolish any non-historic feature of such structure; and (c) incorporate any historic structure or historic feature into a development on the subject property or adjoining property.

2. Relocation.

In the event that active businesses or other occupants are displaced by the public acquisition of property, they may be relocated and may be provided with financial assistance and advisory services. Relocation services in conjunction with property acquisition will be provided in accordance with City policy.

3. Provision Of Public Works Or Improvements.

The City may provide public improvements and facilities that are necessary to service the Project Area in accordance with this Redevelopment Plan and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

a) Streets And Utilities.

A range of individual roadway, utility and related improvement projects, from repair and resurfacing to major construction or reconstruction, may be undertaken.

b) Parks And Open Space.

Improvements to existing or future parks, river walkways, open spaces and public plazas may be provided, including the construction of pedestrian walkways, stairways, lighting, landscaping and general beautification improvements may be provided for the use of the general public.

c) River Improvements.

The retaining walls along the Chicago River are very old and may be in need of repair. Select canal slips may need to be filled to assemble larger land parcels.

4. Rehabilitation Of Existing Buildings.

The City will encourage the rehabilitation of buildings that are basically sound and/or historically significant, and are located so as not to impede the Redevelopment Project.

5. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to meet employers' hiring needs and to take advantage of the employment opportunities within the Project Area may be implemented.

6. Taxing Districts Capital Costs.

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

7. Interest Subsidies.

Funds may be provided to redevelopers for a portion of 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 (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with respect 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, 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 paid pursuant to the Act may not exceed thirty percent (30%) of the total (i) costs paid or incurred by a redeveloper for a redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act.

8. Analysis, Administration, Studies, Surveys, Legal, Et Cetera.

The City may undertake or engage professional consultants, engineers, architects, attorneys, et cetera to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Redevelopment Plan.

F. Redevelopment Project Costs.

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

1. Eligible Redevelopment Project Costs.

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

- 1) Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment, plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- 2) The costs of marketing sites within the Project Area to prospective businesses, developers and investors;
- 3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including but not limited to, parking lots

and other concrete or asphalt barriers and the clearing and grading of land;

- 4) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private building fixtures, and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
- 5) Costs of the construction of public works or improvements subject to the limitations in Section 11.74.4-3(q)(4) of the Act;
- 6) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area and such proposals feature a community-based training program which ensures maximum reasonable opportunities for residents of the Project Area with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills including residents of public and other subsidized housing and people with disabilities;
- 7) 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 for a period not exceeding thirty-six (36) months following completion and including reasonable reserves related thereto;
- 8) All or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project to the extent the municipality by written agreement accepts and approves such costs;
- 9) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act;
- 10) Payment in lieu of taxes as defined in the Act;
- 11) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-

technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality 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 340.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;

- 12) Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 1. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 2. such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 4. the total of such interest payments incurred pursuant to this Act may not exceed thirty percent (30%) of the total: (i) costs paid or incurred by the redeveloper for such redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
- 13) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

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

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

2. Estimated Redevelopment Project Costs.

A range of redevelopment activities and improvements will be required to implement this Redevelopment Plan. The activities and improvements and their estimated costs are set forth in (Sub)Exhibit II of this Redevelopment Plan. All estimates are based on 1998 dollars. Funds may be moved from one line item to another or to an eligible cost category described in this Plan.

Redevelopment Project Costs described in this Redevelopment Plan are intended to provide an upper estimate of expenditures. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

It is City policy to require that developers who receive T.I.F. assistance for market rate housing set aside twenty percent (20%) of the units or commit to an alternative affordable housing option pursuant to Department of Housing Guidelines to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than one hundred percent (100%) of the area median income, and affordable rental units should be affordable to persons earning no more than sixty percent (60%) of the area median income.

G. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for

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

The Project Area is contiguous to the River South Tax Increment Financing Redevelopment Project Area and may, in the future, be contiguous to other redevelopment project areas. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, and vice versa. The amount of revenue from the Project Area made available to support such contiguous redevelopment project areas, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

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

H. Issuance Of Obligations.

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation the City may pledge its full faith and credit through the issuance of general

obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The Redevelopment Project shall be completed, and all obligations issued to finance Redevelopment Project Costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving the Project Area is adopted, by 2022. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One (1) or more series of obligations may be sold at one (1) or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

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

I. Valuation Of The Project Area.

1. Most Recent E.A.V. Of Properties In The Project Area.

The most recent 1996 E.A.V. of all taxable parcels in the Project Area is estimated to be One Hundred Fourteen Million Four Hundred Forty-one Thousand Six Hundred Ninety-eight Dollars (\$114,441,698). This E.A.V. is based on 1996 E.A.V. and is subject to verification by the County Clerk. After verification, the final figure shall be certified by the County Clerk. This certified amount shall become the Certified Initial E.A.V. from which all Incremental Property Taxes in the Project Area will be calculated by the County.

2. Anticipated Equalized Assessed Valuation.

By the tax year 2021 (collection year 2022) and following the construction of roadway and utility improvements, viaduct closures, installation of additional and upgraded lighting, improved signage and landscaping, et cetera and substantial completion of potential Redevelopment Projects, the E.A.V. of the Project Area is estimated to total between Two Hundred Four Million Dollars (\$204,000,000) and Two Hundred Thirty-one Million Dollars (\$231,000,000). Both estimates are based

on several key assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner; 2) two percent (2%) inflation in E.A.V. in the commercial district between years 1998 -- 2021; 3) no inflation in E.A.V. during the build-out period in the industrial district; 4) between three million two hundred thousand (3,200,000) and three million seven hundred thousand (3,700,000) square feet of industrial space will be constructed in the Project Area and occupied by 2021; and 5) the five (5) year average state equalization factor of 2.1240 (tax years 1992 through 1996) is used in all years to calculate estimated E.A.V.

VI.

Lack Of Growth And Development Through Investment By Private Enterprise.

As described in Section III of this Redevelopment Plan, the Project Area as a whole is adversely impacted by the presence of numerous conservation and blight factors, and these factors are reasonably distributed throughout the Project Area. Conservation and blight factors within the Project Area are widespread and represent major impediments to sound growth and development.

The decline of and the lack of private investment in the Project Area are evidenced by the following:

Physical Condition Of The Project Area.

- The Commercial District is characterized by age (ninety-one percent (91%) of the buildings being thirty-five (35) years or older), deterioration, structures below minimum code specifications, an overall depreciation of physical maintenance, and lack of community planning.
- The Industrial District is characterized by age (eighty-two percent (82%) of the buildings being thirty-five (35) years or older), deterioration, structures below minimum code specifications, excessive vacancies, an overall depreciation of maintenance, and lack of community planning.
- In a three and half year period between January 1, 1994 and June 20, 1997 the City of Chicago's Building Department issued two hundred twenty-seven (227) building code violations to two hundred twenty-four (224) different buildings within the Project Area. This is forty-four percent (44%) of the total buildings within the Project Area.

- A majority of the Project Area's infrastructure (i.e. streets, viaducts, bridges and sidewalks) needs major repair or replacement.

Lack Of New Construction And Renovation By Private Enterprise.

- Between January 4, 1993 to February 20, 1998, one hundred twenty-one (121) building permits were issued for new construction, additions and alterations, which totaled approximately Eight Million One Hundred Thousand Dollars (\$8,100,000). Over half of these permits were for smaller scale projects requiring less than Twenty-five Thousand Dollars (\$25,000) worth of work, indicating no major developments or renovations in the area. Only six percent (6%) (Four Hundred Eighty-eight Thousand Five Hundred Dollars (\$488,500)) of this work was for industrial type buildings and five and four-tenths percent (5.4%) (Four Hundred Thirty-seven Thousand Dollars (\$437,000)) of the construction was for commercial/retail/office type buildings. About fifty-two and five-tenths percent (52.5%) (Four Million One Hundred Forty-six Thousand Seven Hundred Fifty Dollars (\$4,146,750)) of the construction activity was for miscellaneous structures such as pumps, elevators, garages and air conditioning units. Overall, the investment is very scattered having little to no impact on the area.
- There has been over twenty-five (25) demolition permits issued within the last five (5) years for the Project Area. This indicates a decline in business activity in the Project Area since these demolitions have not been replaced with new construction.

Lack Of Investment And Growth By Private Enterprise.

- Between 1990 and 1995 there was a twenty-five percent (25%) decrease in durable goods manufacturing jobs, a nine percent (9%) decrease in non-durable goods manufacturing jobs, and a eleven percent (11%) decrease in wholesale trade jobs within the area covered by zip code 60608, according to the Illinois Department of Employment Security. This area is bounded by Roosevelt Road on the north, Halsted Street on the east, 35th Street on the south, and California Avenue on the west. The entire Project Area west of Halsted Street is covered by the zip code 60608 and approximately seventy-five percent (75%) of the industrial district is within this zip code.
- The Chicago South industrial submarket has a significantly higher vacancy rate as compared to the Chicago North submarket and the metropolitan area. The vacancy rates are as follows: Chicago South

submarket -- eight and three-tenths percent (8.3%), Chicago North submarket -- five and six-tenths percent (5.6%), and the metropolitan area -- seven and seven-tenths percent (7.7%). (Source: Goodman Williams Group/Cushman and Wakefield).

- The industrial district is part of the Chicago South industrial submarket which has significantly lower rents than the Chicago North industrial submarket and the metropolitan area. The dividing line between the North and South submarkets is Roosevelt Road (1200 south). The average weighted rental rate for manufacturing in the south submarket is Two and 53/100 Dollars (\$2.53) per square foot, as compared to Three and 67/100 Dollars (\$3.67) per square foot and Three and 55/100 Dollars (\$3.55) per square foot in the north submarket and metropolitan area (Source: Goodman Williams Group/Cushman and Wakefield).
- Between 1991 and 1996, the assessed valuation (the "A.V.") of the Project Area decreased by one one hundredth percent (.01%), while the A.V. of the City as a whole increased by seven and ten hundredths percent (7.10%) between 1991 and 1996.

VII.

Financial Impact.

Without the adoption of the Redevelopment Plan and T.I.F., the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment initiatives, there is a prospect that conservation and blight factors will continue to exist and spread, and the Project Area on the whole and adjacent properties will become less attractive for the maintenance and improvement of existing buildings and sites. In the absence of City-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Section V of this Redevelopment Plan describes the comprehensive, areawide Redevelopment Project proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment improvements and activities as well as Redevelopment Projects set forth in this Redevelopment Plan. Successful implementation of this Redevelopment Plan is

expected to result in new private investment in rehabilitation of buildings and new construction on a scale sufficient to eliminate problem conditions and to return the area to a long-term sound condition.

The Redevelopment Project is expected to have significant short- and long-term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short-term, the City's effective use of T.I.F. can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long-term, after the completion of all redevelopment improvements and activities, Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from the enhanced tax base which results from the increase in E.A.V. caused by the Redevelopment Projects.

VIII.

Demand On Taxing District Services.

The following major taxing districts presently levy taxes against properties located within the Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. This district provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. This district is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

Board Of Education Of The City of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operations of

educational facilities and the provision of educational services for kindergarten through twelfth grade. Benito Juarez High School, Perez Elementary School, De La Cruz, and Whittier Elementary School are located within the boundaries of the Project Area. Not included in the Project Area but within three blocks of the Project Area boundary are the following schools: Ruiz Public School, Finkl Public School, Orozco Community Academy, Cooper Elementary School, Jungman Elementary School, and Walsh Public School. The location of the above mentioned schools are indicated in Figure 5, T.I.F. Boundary and Surrounding Public Facilities.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs. Dvorak Park is located within the Project Area. The above mentioned park is indicated in Figure 5, T.I.F. Boundary and Surrounding Public Facilities.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City Of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, et cetera.

In addition to the major taxing districts summarized above the City of Chicago Library Fund, the Chicago Urban Transportation District, and the Bridgeport Home Equity Assurance have taxing jurisdiction over part or all of the Project Area. The City of Chicago Library Fund and the Chicago Urban Transportation District (formerly a separate taxing district from the City) no longer extend taxing levies but continue to exist for the purpose of receiving delinquent taxes.

A. Impact Of The Redevelopment Project.

The replacement of vacant and underutilized properties with industrial development may cause increased demand for services and/or capital improvements to be provided by the Metropolitan Water Reclamation District and the City. The estimated nature of these increased demands for services on these taxing districts are described below.

Metropolitan Water Reclamation District Of Greater Chicago. The replacement

of vacant and underutilized properties with industrial development may cause increased demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District.

City Of Chicago. The replacement of vacant and underutilized properties with industrial and business development may increase the demand for services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, et cetera.

B. Program To Address Increased Demand For Services Or Capital Improvements.

The following activities represent the City's program to address increased demand for services or capital improvements provided by the impacted taxing districts.

- It is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Project Area can be adequately handled by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District. Therefore, no special program is proposed for the Metropolitan Water Reclamation District.
- It is expected that any increase in demand for City services and programs associated with the Project Area can be adequately handled by existing City, police, fire protection, sanitary collection and recycling services and programs maintained and operated by the City of Chicago. Therefore, no special programs are proposed for the City of Chicago.

It is expected that any increase in demand for Cook County, Cook County Forest Preserve District, Chicago Community College District 508, Board of Education, Chicago Park District, and the Chicago School Finance Authority's services and programs associated with the Project Area can be adequately handled by services and programs maintained and operated by these taxing districts. Therefore, at this time, no special programs are proposed for the taxing districts. Should demand increase so that it exceeds existing service and program capabilities, the City will work with the affected taxing district to determine what, if any, program is necessary to provide adequate services.

(Sub)Exhibit II to this Redevelopment Plan illustrates the preliminary allocation of Redevelopment Project Costs.

*IX.**Conformity Of The Redevelopment Plan For The
Project Area To Land Uses Approved By
The Planning Commission Of The City.*

This Redevelopment Plan and the Redevelopment Project described herein include land uses which will be approved by the Chicago Plan Commission prior to the adoption of the Redevelopment plan.

*X.**Phasing And Scheduling.*

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area.

It is anticipated that City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Property Taxes by the City.

The Redevelopment Project shall be completed, and all obligations issued to finance Redevelopment Project Costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving the Project Area is adopted, by 2022.

*XI.**Provisions For Amending This
Redevelopment Plan.*

This Redevelopment Plan may be amended pursuant to the Act.

*XII.**Commitment To Fair Employment Practices
And Affirmative Action Plan.*

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

A) The assurance of equal opportunity in all personnel and employment actions, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.

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

C) Redevelopers will meet City of Chicago standards for participation of Minority Business Enterprises and Woman Business Enterprises and the City Resident Construction Worker Employment Requirements as required in Redevelopment Agreements.

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

In order to implement these principles, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section.

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

[Figures 1, 2, 3, 4, 5 and (Sub)Exhibit IV referred to in this
Amendment Number 2 to Pilsen Tax Increment Financing
Redevelopment Project and Plan printed on pages
29589 through 29606 of this *Journal*.]

(Sub)Exhibits I, II, III and V referred to in this Amendment Number 2 to Pilsen Tax Increment Financing Redevelopment Project and Plan read as follows:

(Sub)Exhibit "I".

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

Legal Description Of Project Boundary.

Beginning at the point of intersection of the southwesterly extension of the southeasterly line of West Bross Avenue and the west line of the west half of the northwest quarter of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian; thence north along said west line of the west half of the northwest quarter of Section 31 and the west line of the west half of the southwest quarter of Section 30 and the west line of the west half of the northwest quarter of Section 30 to the southwesterly extension of the northwesterly line of the alley northwesterly of South Blue Island Avenue, thence northeasterly along said southwesterly extension and the northwesterly line of the alley northwesterly of South Blue Island Avenue to the west line of South Claremont Avenue; thence north along the west line of South Claremont Avenue to the westerly extension of the south line of Lot 70 in the subdivision of that part of Block 7 lying northwest of South Blue Island Avenue in Laughton's Subdivision of the west half of the northwest quarter of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension and the south line of said Lot 70 to the southeast line of said Lot 70; thence northeast along said southeasterly line of said Lot 70 to the east line of said Lot 70; thence north along the east line of Lots 70 through 74, both inclusive, in said subdivision of that part of Block 7 lying northwest of South Blue Island Avenue in Laughton's Subdivision, and the northward extension thereof to the south line of Lot 10 in said subdivision of that part of Block 7 lying northwest of South Blue Island Avenue in Laughton's Subdivision, being also the north line of the alley south of West 25th Street; thence east along said north line of the alley south of West 25th Street to the west line of South Oakley Avenue; thence north along said west line of South Oakley Avenue to the south line of West 25th Street; thence west along said south line of West 25th Street to the southerly extension of the west line of the alley west of South Oakley Avenue, being also the southerly extension of the east line of Lot 11 in P.M. Thompson's Subdivision of the south half of Block 6 in Laughton's Subdivision of the west half of the northwest quarter of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and

the west line of the alley west of South Oakley Avenue to the south line of West 24th Place; thence west along said south line of West 24th Place to the southerly extension of the west line of the alley west of South Oakley Avenue, being also the southerly extension of the east line of Lot 12 in the subdivision of the northeast quarter of Block 6 in Laughton's Subdivision; thence north along said southerly extension and the west line of the alley west of South Oakley Avenue to the south line of West 24th Street; thence west along said south line of West 24th Street to the southerly extension of the east line of Lot 92 in Child's Subdivision of Block 3 of Laughton's Subdivision; thence north along said southerly extension and the east line of said Lot 92 to the north line of said Lot 92, being also the south line of the alley north of West 24th Street; thence west along said south alley line to the southerly extension of the east line of the west 12 feet of Lot 65 in Child's Subdivision of Block 3 of Laughton's Subdivision; thence north along said southerly extension and the east line of the west 12 feet of Lot 65 in Child's Subdivision of Block 3 of Laughton's Subdivision and the northerly extension thereof to the north line of West 23rd Place; thence east along said north line of West 23rd Place to the east line of South Oakley Avenue; thence south along said east line of South Oakley Avenue to the north line of West 24th Street; thence east along said north line of West 24th Street to the northerly extension of the east line of Lot 50 in Reaper Addition to Chicago; thence south along said northerly extension and the east line of said Lot 50 to the south line thereof, being also the north line of the alley south of West 24th Street thence east along said north alley line to the northerly extension of the west line of Lots 56 through 64, both inclusive, said west line being also the east line of the alley east of South Oakley Avenue; thence south along said east alley line to the northwesterly line of Lot 28 in Reaper Addition to Chicago, said northwesterly line, being also the southeasterly line of the alley northwesterly of West Coulter Street; thence southwesterly along said southeasterly line of the alley northwesterly of West Coulter Street to the east line of South Oakley Avenue; thence south along said east line of South Oakley Avenue to the northwesterly line of West Coulter Street; thence northeast along said northwesterly line of West Coulter Street to the east line of South Leavitt Street; thence south along said east line of South Leavitt Street to the southeasterly line of Lots 1 through 28, both inclusive, in Block 5 in Reaper Addition to Chicago, said southeasterly line being also the northwesterly line of the alley northwesterly of South Blue Island Avenue; thence northeasterly along said northwesterly alley line to the west line of South Wolcott Street; thence north along said west line of South Wolcott Street to the south line of West 23rd Street; thence west along said south line of West 23rd Street to the west line of South Damen Avenue; thence north along said west line of South Damen Avenue to the westerly extension of the north line of the alley north of West 23rd Street; thence east along said westerly extension and the north line of the alley north of West 23rd Street and the easterly extension thereof to the east line of South Wolcott Street; thence south along said east line of South Wolcott Street to the north line of West 23rd Street;

thence east along said north line of West 23rd Street to the northerly extension of the west line of Lot 131 in Walker's Subdivision of Block 3 of S. J. Walker's Dock Addition to Chicago; thence south along said northerly extension and the west line of Lot 131 in Walker's Subdivision of Block 3 of S. J. Walker's Dock Addition to Chicago, being also the east line of the alley east of South Wolcott Street, to the southeasterly line of said Lot 131; thence northeasterly along the southeasterly line of said Lot 131, and Lots 132 through 142, both inclusive, said southwesterly line being also the northwesterly line of the alley northwesterly of South Blue Island Avenue, to the south line of West 23rd Street; thence north along a line perpendicular to said south line of West 23rd Street to the north line of said West 23rd Street; thence east along said north line west of 23rd Street to the west line of South Wood Street; thence north along said west line of South Wood Street to the southwesterly extension of the southeasterly line of Lot 35 in the subdivision of Block 2 in S. J. Walker's Dock Addition to Chicago, being also the southwesterly extension of the northwesterly line of the alley northwesterly of South Blue Island Avenue; thence northeasterly along said southwesterly extension and the northwesterly line of the alley northwesterly of South Blue Island Avenue to the west line of South Paulina Street; thence north along said west line of South Paulina Street to the north line of West Cermak Road; thence east along said north line of West Cermak Road to the east line of Lot 90 in B. P. Hinman's Subdivision of Block 64 in the division of Section 19, Township 39 North, Range 14 East; thence north along said east line of Lot 90 to the north line of said Lot 90, being also the south line of the alley in said B. P. Hinman's Subdivision of Block 64 in the division of Section 19, Township 39 North, Range 14 East, Township 39 North, Range 14 East; thence west along the south line of said alley to the southward extension of the east line of Lot 54 in said B. P. Hinman's Subdivision of Block 64 in the division of Section 19, Township 39 North, Range 14 East; thence north along said east line of Lot 54 and along the west line of the alley west of South Ashland Avenue to the north line of West 21st Street; thence east along said north line of West 21st Street to the east line of Lot 16 in Larned and Walker's Subdivision of Block 12 in Johnston and Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, being also the west line of the alley west of South Blue Island Avenue; thence north and northeast along said west line of the alley west, and northwest, of South Blue Island Avenue and the northerly extension thereof to the north line of West Cullerton Street; thence east along said north line of West Cullerton Street to the northwest line of Lot 1 in Kaspar's Subdivision of Block 11 (lying southeast of South Blue Island Avenue) in Johnston and Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, being also the east line of the alley southeast of South Blue Island Avenue; thence south along a line perpendicular to the south line of West Cullerton Street to the south line of West Cullerton Street; thence west along said south line of West Cullerton Street to the west line of Lot 79 in said Kaspar's

Subdivision of Block 11 (lying southeast of South Blue Island Avenue) in Johnston and Lee's Subdivision, said west line being also the east line of the alley; thence south along said west line of Lot 79 to the south line of said Lot 79, said south line being also the north line of the alley north of West 21st Street; thence east along said south line of Lot 79 and along the south line of Lots 68 through 78, inclusive, in Kasper's Subdivision, being also the north line of the alley north of West 21st Street, to the east line of said Lot 68 in Kasper's Subdivision, said east line being also the west line of the alley west of South Loomis Street; thence south along said west line of the alley west of South Loomis Street to the easterly extension of the north line of Lot 58 in said Kasper's Subdivision; thence east along said easterly extension of Lot 58 and along the north line of said Lot 58 to the west line of South Loomis Street; thence north along said west line of South Loomis Street to the westerly extension of the north line of Lot 79 in William's Subdivision of Block 10 in Johnston and Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14 East; thence east along said westerly extension and along the north line of said Lot 79 and the easterly extension thereof to the west line of Lot 83 in said William's Subdivision of Block 10 in Johnston and Lee's Subdivision, said west line being also the east line of the alley east of South Loomis Street; thence north along said east alley line to the south line of Lot 72 in said William's Subdivision, being also the north line of the alley north of West 21st Street; thence east along south line of said Lot 72 and the south line of Lots 59 through 71, inclusive, in said William's Subdivision, being also the north line of the alley north of West 21st Street, to the west line of Lot 53 in said William's Subdivision, being also the east line of the alley west of South Throop Street; thence south along the west line of said Lot 53 and the west line of Lots 58 through 54, inclusive, in William's Subdivision, being also the east line of the alley west of South Throop Street, to the north line of West 21st Street; thence east along said north line of West 21st Street to the west line of South Throop Street; thence north along said west line of South Throop Street to the north line of West 19th Street; thence east along said north line of West 19th Street to the east line of South Allport Street; thence south along said east line of South Allport Street to the north line of West 21st Street; thence east along said north line of West 21st Street and the north line of West 20th Place to the northerly extension of the east line of Lot 16 in McMullen's Subdivision of Block 21 of Walsh and McMullen's Subdivision of the south three-fourths of the southeast quarter of Section 20, Township 39 North, Range 14 East; thence south along said northerly extension of the east line of Lot 16 and along the east line of Lot 16, being also the west line of the alley west of South May Street to the north line of West 21st Street; thence east along said north line of West 21st Street to the west line of South May Street; thence north along said west line of South May Street to the north line of West Cullerton Street; thence east along said north line of West Cullerton Street to the east line of South Carpenter Street; thence south along said east line of South Carpenter Street to the south line of Lots 31 through 45, inclusive, in R. H. Baker's

Resubdivision of Block 19 of Walsh's Subdivision of part of the southeast quarter of Section 20, Township 39 North, Range 14 East, being also the north line of the alley north of West 21st Street; thence east along said south line of Lots 31 through 45, inclusive, in said R. H. Baker's Resubdivision, being also the north line of the alley north of West 21st Street, to the west line of South Morgan Street; thence north along the west line of South Morgan Street to the north line of West Cullerton Street; thence east along said north line of West Cullerton Street to the west line of South Sangamon Street; thence north along said west line of South Sangamon Street to the south line of West 18th Street; thence west along said south line of West 18th Street to the southerly extension of the east line of Lot 44 in M. L. Dallam's Subdivision of Block 4 in the Assessor's Division of the north quarter of the southeast quarter of Section 20, Township 39 North, Range 14 East; thence north along said southerly extension of the east line of Lot 44 in M. L. Dallam's Subdivision and along the east line of Lot 44 in M. L. Dallam's Subdivision and along the northerly extension of the east line of said Lot 44 to the south line of Lot 42 in said M. L. Dallam's Subdivision; thence east and northeast along the south line and southeast line of said Lot 42 to the east line of said Lot 42; thence north along said east line of Lot 42 and the east line of Lots 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 34, 35, 38 and 39 in said M. L. Dallam's Subdivision, being also the west line of the alley east of South Morgan Street to the northeast line of said Lot 14; thence northwest and west along the northeast and north line of said Lot 14, being also the south line of the alley south of West 18th Street to the east line of South Morgan Street; thence north along said east line of South Morgan Street to the north line of West 16th Street; thence east along said north line of West 16th Street to the northerly extension of the west line of Lot 8 in Geo. Roth's Subdivision of Block 17 Assessor's Division of the north quarter of the southeast quarter of Section 20, Township 39 North, Range 14 East; thence south along said northerly extension of the west line of Lot 8 in Geo. Roth's Subdivision and the west line of said Lot 8 and along the west line of Lots 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 and 37 to the south line of said Lot 37, being also the north line of the alley north of West 18th Street; thence east along said south line of said Lot 37 to the northerly extension of the east line of Lot 45 in said Geo. Roth's Subdivision; thence south along said northerly extension of the east line of Lot 45 and the east line of said Lot 45 to the north line of West 18th Street; thence west along said north line of West 18th Street to the northerly extension of the east line of South Peoria Street; thence south along said northerly extension of the east line of South Peoria Street to the south line of West 18th Street; thence west along said south line of West 18th Street to the west line of Lot 21 in the subdivision of the north half of Block 5 of Walsh and McMullen's Subdivision of the south three-fourths of the southeast quarter of Section 20, Township 39 North, Range 14 East, said west line of Lot 21 being also the east line of the alley east of South Sangamon Street; thence south along said east line of the alley east of South Sangamon Street and the southerly extension thereof to the south line of West

18th Place; thence west along said south line of West 18th Place to the east line of Lot 14 in the subdivision of the south half of Block 5 of Walsh's and McMullen's Subdivision of the south three-fourths of the southeast quarter of Section 20, Township 39 North, Range 14 East; thence south along said east line of Lot 14 in the subdivision of the south half of Block 5 of Walsh's and McMullen's Subdivision and the southerly extension thereof and the east line of Lot 17 in said subdivision of the south half of Block 5 of Walsh's and McMullen's Subdivision to the north line of West 19th Street; thence east along said north line of West 19th Street to the east line of South Peoria Street; thence south along said east line of South Peoria Street to the westerly extension of the north line of West 21st Street; thence east along said westerly extension of the north line of West 21st Street and the north line of West 21st Street to the west line of West Halsted Street; thence north along said west line of West Halsted Street to the westerly extension of the north line of West 21st Street; thence east along said westerly extension of the north line of West 21st Street and the north line of West 21st Street to the west line of South Ruble Street; thence north along said west line of South Ruble Street to the westerly extension of the north line of Lot 43 in the subdivision of Lot 2 in Block 38 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East; thence east along said westerly extension of the north line of Lot 43 and the north line of said Lot 43 and the easterly extension thereof to the northerly extension of the west line of the south 10 feet of Lot 59 in the subdivision of Lot 1 in Block 38 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East; thence south along said northerly extension of the west line of the south 10 feet of said Lot 59 to the north line of the south 10 feet of said Lot 59; thence east along said north line of the south 10 feet of said Lot 59 to the west line of South Desplaines Street; thence north along said west line of South Desplaines Street to the westerly extension of the north line of Lot 19 in the subdivision of Lot 1 in Block 38 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East; thence east along said westerly extension of the north line of Lot 19 and the north line of said Lot 19 and the north line of Lot 20 in said subdivision of Lot 1 and the easterly extension thereof to the east line of South Jefferson Street; thence south along said east line of South Jefferson Street to the north line of West Cullerton Street; thence east along said north line of West Cullerton Street to the northerly extension of the east line of Lot 23 in O. M. Dorman's Subdivision of part of Block 37 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East; thence south along said northerly extension of the east line of Lot 23 in O. M. Dorman's Subdivision and the east line of said Lot 23 to the south line of said Lot 23; thence east along said south line of Lot 23 and along the south lines of Lots 18 through 22, inclusive, in said O. M. Dorman's Subdivision to the east line of said Lot 18; thence north along said east line of Lot 18 and the northerly extension thereof to the north line of West Cullerton Street; thence east along said north line of West Cullerton Street to the west line

of South Clinton Street; thence north along said west line of South Clinton Street to the northwesterly line of South Canalport Avenue; thence northeast along the northwesterly line of South Canalport Avenue to the south line of West 18th Street; thence west along said south line of West 18th Street to the southerly extension of the east line of Lot 30 in Webster's Subdivision of Outlots 3 and 4 in Block 45 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East; thence north along said southerly extension of the east line of Lot 30 and along the east line of said Lot 30 and along the northerly extension of the east line of said Lot 30 to the south line of Lot 21 in said Webster's Subdivision, said south line being also the north line of the alley north of West 18th Street; thence east along said north line of the alley north of West 18th Street and the easterly extension thereof to the east line of South Jefferson Street; thence south along said east line of South Jefferson Street to the south line of Lot 12 in Hull and Clarke's Subdivision of Lot 3 in Block 44 of Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East, said south line being also the north line of the alley north of West 18th Street; thence east along said south line of Lot 12 to the east line of said Lot 12, said east line of Lot 12 being also the west line of alley west of South Clinton Street; thence north along said west line of the alley west of South Clinton Street to the south line of Lot 23 in C. J. Hull's Subdivision of Lot 2 in Block 44 of Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East; thence west along said south line of Lot 23 in C. J. Hull's Subdivision to the east line of South Jefferson Street; thence south along said east line of South Jefferson Street to the easterly extension of the north line of Lot 2 in Webster's Subdivision of Outlots 3 and 4 in Block 45 in Canal Trustees' Subdivision of the west half of Section 21, Township 39 North, Range 14 East; thence west along said easterly extension of the north line of Lot 2 in Webster's Subdivision and along the north line of said Lot 2 and the westerly extension thereof and along the north line of Lot 1 and the westerly extension thereof to the west line of South Desplaines Street; thence north along said west line of South Desplaines Street to the north line of West 16th Street; thence east along said north line of West 16th Street to the west dock line of the Chicago River as defined in the ordinance for altering the channel of the south branch of the Chicago River passed April 13, 1926; thence south along west dock line of the Chicago River to the northerly extension of the west line of Lot 2 in Canal Trustees' Subdivision in the southeast quarter of Section 21, Township 39 North, Range 14 East, lying east of the south branch of the Chicago River, said west line of Lot 2 being also the east line of South Stewart Avenue; thence south along said east line of South Stewart Avenue to the southeasterly line of West Archer Avenue; thence southwest along said southeasterly line of West Archer Avenue to the east line of South Green Street; thence south along said east line South Green Street to the easterly extension of the north line of Lot 4 in Healy Brothers' Subdivision of parts of Lots 1 and 2 of Block 24 in Canal Trustees' Subdivision of blocks in the south fractional half

of Section 29, Township 39 North, Range 14 East, said easterly extension of the north line of Lot 4 in Healy Brothers' Subdivision being a line 150 feet north of the north line of West 27th Street; thence west along said easterly extension of the north line of Lot 4 in Healy Brothers' Subdivision and along the north line of said Lot 4 in Healy Brothers' Subdivision to the west line of said Lot 4, said west line being also the east line of the alley west of South Green Street; thence south along said east line of the alley west of South Green Street to the easterly extension of the north line of the alley north of and adjoining Lots 17, 18, 19 and 20 in the subdivision of Sublot 2 in Healy Brothers' Subdivision; thence west along said easterly extension and north alley line and the westerly extension thereof to the west line of South Peoria Street; thence north along said west line of South Peoria Street to the north line of Lot 1 in Richland Gardens III, said north line of Lot 1 being also the south line of the alley north of West 27th Street; thence west along said south alley line to the northeast line of South Senour Avenue (formerly known as South Quarry Street); thence southeast along said northeast line of South Senour Avenue to the north line of West 27th Street; thence east along said north line of West 27th Street to the east line of South Halsted Street; thence south along said east line of South Halsted Street to the easterly extension of the south line of West 29th Street; thence west along said easterly extension of the south line of West 29th Street and along the south line of said West 29th Street to the southeasterly extension of the southwesterly line of South Poplar Avenue; thence northwest along said southeasterly extension of the southwesterly line of South Poplar Avenue and along the southwesterly line of South Poplar Avenue to the northwesterly line of Lot 67 in Commissioners' Subdivision of Lot 9 in Block 24 in the Canal Trustees' Subdivision of blocks in the south fractional half of Section 29, Township 39 North, Range 14 East; thence southwest along said northwesterly line of Lot 67 in Commissioners' Subdivision and the southwesterly extension thereof to the northeasterly line of Lots 18, 19, 24, 25, 30, 31, 36, 37, 42, 43, 48 and 49, in the subdivision by the executer of the estate of Peter Quinn, deceased, of Lot 6 (except the east 1 acre) and all of Lot 7 in Block 24 in Canal Trustees' Subdivision, said northeasterly line being also the southwesterly line of the alley northeasterly of South Quinn Street; thence northwesterly along said southwesterly line of said alley, to the northwesterly line of said Lot 18, said northwesterly line being also the southeasterly line of the alley southeasterly of South Archer Avenue; thence southwest along said northwesterly line of said Lot 18 and southwesterly extension thereof to the southwesterly line of South Quinn Street; thence northwest along said southwesterly line of South Quinn Street to the southeasterly line of South Archer Avenue; thence southwest along said southeasterly line of South Archer Avenue to the southeasterly extension of the southwesterly line of South Throop Street; thence northwest along said southeasterly extension of the southwesterly line of South Throop Street and the southwesterly line of South Throop Street to the southwesterly extension of the northwesterly line of South Hillock Avenue; thence northeast along said

southwesterly extension of the northwesterly line of South Hillock Avenue and the northwesterly line of South Hillock Avenue to the northwesterly extension of the southwesterly line of Lot 8 in Maher's Subdivision of Lots 1 and 4 in Block 22 in Canal Trustees' Subdivision of blocks in the south fractional half of Section 29, Township 39 North, Range 14 East; thence southeast along said northwesterly extension of the southwesterly line of Lot 8 in Maher's Subdivision and the southwesterly line of Lot 8 in Maher's Subdivision to the southeast line of said Lot 8, said southeasterly line of Lot 8 being also the northwesterly line of the alley southeasterly of South Hillock Avenue; thence northeast along said northwesterly alley line to the southwesterly line of South Mary Street; thence northwest along said southwesterly line of South Mary Street to the northeasterly extension of the northwesterly line of South Hillock Avenue; thence southwest along said northeasterly extension of the northwesterly line of South Hillock Avenue to the northeasterly line of Lot 1 in E. B. Wards Subdivision of Lot 8 of Blocks 3 and 4 of Canal Trustees' Subdivision of blocks in south fractional half of Section 29, Township 39 North, Range 14 East; thence northwest along said northeasterly line of Lot 1 in E. B. Wards Subdivision to the south line of West 25th Street; thence west along said south line of West 25th Street to the northeasterly extension of the southeasterly line of South Eleanor Street; thence southwest along said northeasterly extension of the southeasterly line of South Eleanor Street and the southeasterly line of South Eleanor Street to the northeasterly line of West Fuller Street; thence southeast along said northeasterly line of West Fuller Street to the northwesterly extension of the southwesterly line of Lot 11 in the subdivision of Lots 2 and 5 in Block 18 in Canal Trustees' Subdivision of the blocks in the south fractional Section 29, Township 39 North, Range 14 East, said southwesterly line of Lot 11 being also the northeasterly line of the alley southwest of South Grady Court; thence southeast along said northwesterly extension of the southwesterly line of Lot 11 and the northeasterly line of the alley southwesterly of South Grady Court to the north line of that part of the alley vacated by ordinance passed July 21, 1967; thence southwest along said northwest line of said vacated alley to the centerline of said vacated alley; thence southeast along said centerline of the vacated alley to the northwesterly line of the railroad right-of-way of the Illinois Central Railroad; thence southwest along said northwest line of the railroad right-of-way to the west line of South Ashland Avenue; thence continuing southwest along northwest line of the railroad right-of-way of the G.M. & O. Railroad to the north line of West 33rd Street; thence south along a line perpendicular to the north line of West 33rd Street to the south line of West 33rd Street; thence west along said south line of West 33rd Street to southerly extension of the west line of South Damen Avenue; thence north along said southerly extension of the west line of South Damen Avenue and the west line of South Damen Avenue to the south line of West 32nd Street; thence west along said south line of West 32nd Street to the southeasterly line of West Bross Avenue; thence southwest along said

southeasterly line of West Bross Avenue to the place of beginning, all in Cook County, Illinois.

(Sub)Exhibit II.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Estimated Redevelopment
Project Costs.*

Eligible Expense	Estimated Cost
Analysis, Administration Studies, Surveys, Legal, Marketing, Et Cetera	\$ 3,000,000
Property Assembly	
-- Acquisition	12,000,000
-- Site Prep, Demolition and Environmental Remediation	17,000,000
Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements and Rehabilitation Costs	12,000,000
Public Works and Improvements including streets and utilities, parks and open space, public facilities (schools and other public facilities) ⁽¹⁾	52,000,000

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

Eligible Expense	Estimated Cost
Relocation	\$ 3,000,000
Job Training, Retraining Welfare-to-Work	9,000,000
Daycare Services	1,000,000
Developer/Interest Subsidy	<u>6,000,000</u>
TOTAL REDEVELOPMENT COSTS:⁽²⁾⁽³⁾	\$115,000,000⁽⁴⁾

(2) Total redevelopment project costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.

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

(4) Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

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

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.

(Page 1 of 43)

Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1	16-36-200-007-0000	-	EX
2	17-19-425-037-0000	67,096	
3	17-19-425-038-0000	74,219	
4	17-19-425-039-0000	69,816	
5	17-19-425-040-0000	8,377	
6	17-19-425-041-0000	8,377	
7	17-19-425-042-0000	60,833	
8	17-19-425-043-0000	7,475	
9	17-19-425-044-0000	-	EX
10	17-19-429-014-0000	80,121	
11	17-19-429-033-0000	11,632	
12	17-19-429-038-0000	235,867	
13	17-19-429-039-0000	179,673	
14	17-20-318-023-0000	50,515	
15	17-20-318-024-0000	72,295	
16	17-20-318-025-0000	13,676	
17	17-20-318-026-0000	16,701	
18	17-20-318-027-0000	18,636	
19	17-20-318-030-0000	2,419	
20	17-20-318-031-0000	79,731	
21	17-20-318-032-0000	3,337	
22	17-20-318-035-0000	56,097	
23	17-20-319-001-0000	12,889	
24	17-20-322-001-0000	19,572	
25	17-20-322-002-0000	51,350	
26	17-20-322-003-0000	98,359	
27	17-20-322-004-0000	12,835	
28	17-20-322-006-0000	6,178	
29	17-20-322-007-0000	22,238	
30	17-20-322-020-0000	105,429	
31	17-20-322-021-0000	27,333	
32	17-20-322-022-0000	27,333	
33	17-20-322-023-0000	27,333	
34	17-20-322-024-0000	147,019	
35	17-20-322-034-0000	41,528	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.

(Page 2 of 43)

Count	PIN	Est. 1996 EAV	Rail Road or Exempt
36	17-20-322-035-0000	39,109	
37	17-20-322-036-0000	22,718	
38	17-20-324-006-0000	14,548	
39	17-20-324-007-0000	14,576	
40	17-20-324-022-0000	195,480	
41	17-20-324-023-0000	290,570	
42	17-20-324-024-0000	143,523	
43	17-20-324-025-0000	40,069	
44	17-20-325-001-0000	-	EX
45	17-20-325-002-0000	-	EX
46	17-20-325-003-0000	-	EX
47	17-20-325-004-0000	16,650	
48	17-20-325-005-0000	16,624	
49	17-20-325-006-0000	620	
50	17-20-325-007-0000	15,322	
51	17-20-325-008-0000	852	
52	17-20-325-009-0000	14,541	
53	17-20-325-010-0000	34,563	
54	17-20-325-011-0000	-	EX
55	17-20-325-012-0000	852	
56	17-20-325-013-0000	3,705	
57	17-20-325-014-0000	14,954	
58	17-20-325-015-0000	15,019	
59	17-20-325-016-0000	11,888	
60	17-20-325-017-0000	16,291	
61	17-20-325-018-0000	17,300	
62	17-20-325-019-0000	20,469	
63	17-20-325-020-0000	-	EX
64	17-20-327-002-0000	9,732	
65	17-20-327-003-0000	13,508	
66	17-20-327-004-0000	17,347	
67	17-20-327-005-0000	17,149	
68	17-20-327-006-0000	22,920	
69	17-20-327-007-0000	22,453	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.

(Page 3 of 43)

Count	PIN	Est. 1996 EAV	Rail Road or Exempt
70	17-20-327-014-0000	24,583	
71	17-20-327-015-0000	26,855	
72	17-20-327-016-0000	5,091	
73	17-20-327-017-0000	60,454	
74	17-20-327-018-0000	-	EX
75	17-20-327-019-0000	-	EX
76	17-20-328-004-0000	-	EX
77	17-20-328-005-0000	-	EX
78	17-20-329-017-0000	-	EX
79	17-20-329-030-0000	-	EX
80	17-20-329-031-0000	-	EX
81	17-20-329-032-0000	-	EX
82	17-20-329-033-0000	-	EX
83	17-20-329-034-0000	-	EX
84	17-20-330-001-0000	39,705	
85	17-20-330-002-0000	28,925	
86	17-20-330-003-0000	216,467	
87	17-20-330-004-0000	326,241	
88	17-20-331-004-0000	131,316	
89	17-20-331-005-0000	53,188	
90	17-20-331-006-0000	6,152	
91	17-20-331-007-0000	522,904	
92	17-20-332-001-0000	73,442	
93	17-20-332-002-0000	75,970	
94	17-20-332-010-0000	102,382	
95	17-20-332-011-0000	95,404	
96	17-20-332-012-0000	21,532	
97	17-20-332-013-0000	21,532	
98	17-20-332-014-0000	21,532	
99	17-20-332-015-0000	22,836	
100	17-20-332-016-0000	95,910	
101	17-20-333-001-0000	9,192	
102	17-20-333-004-0000	64,652	
103	17-20-333-005-0000	83,036	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
104	17-20-333-006-0000	20,736	
105	17-20-333-007-0000	91,135	
106	17-20-333-008-0000	4,254	
107	17-20-333-009-0000	170,189	
108	17-20-333-010-0000	22,997	
109	17-20-333-011-0000	13,881	
110	17-20-333-012-0000	6,414	
111	17-20-333-013-0000	4,809	
112	17-20-333-014-0000	23,426	
113	17-20-333-015-0000	1,678	
114	17-20-333-016-0000	71,852	
115	17-20-333-017-0000	26,040	
116	17-20-334-005-0000	149,597	
117	17-20-334-006-0000	33,597	
118	17-20-334-009-0000	275,207	
119	17-20-334-012-0000	34,434	
120	17-20-334-013-0000	51,912	
121	17-20-334-014-0000	36,323	
122	17-20-334-015-0000	19,617	
123	17-20-335-008-0000	654,491	
124	17-20-404-001-0000	6,339	
125	17-20-404-002-0000	18,408	
126	17-20-404-003-0000	18,408	
127	17-20-404-004-0000	-	RR
128	17-20-404-025-0000	701	
129	17-20-404-026-0000	-	RR
130	17-20-404-027-0000	-	RR
131	17-20-404-028-0000	1,525,000	
132	17-20-405-001-0000	3,499	
133	17-20-405-002-0000	1,536	
134	17-20-405-003-0000	98,806	
135	17-20-405-004-0000	14,158	
136	17-20-405-005-0000	13,771	
137	17-20-405-006-0000	1,648	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
138	17-20-405-007-0000	1,648	
139	17-20-405-008-0000	1,648	
140	17-20-405-009-0000	3,785	
141	17-20-405-010-0000	4,168	
142	17-20-405-011-0000	4,090	
143	17-20-405-012-0000	942	
144	17-20-405-013-0000	4,129	
145	17-20-405-014-0000	3,090	
146	17-20-405-015-0000	12,108	
147	17-20-405-018-0000	23,277	
148	17-20-405-035-0000	12,861	
149	17-20-405-039-0000	2,610	
150	17-20-405-040-0000	36,458	
151	17-20-405-041-0000	15,462	
152	17-20-414-001-0000	-	RR
153	17-20-414-002-0000	92,428	
154	17-20-415-001-0000	-	RR
155	17-20-415-002-0000	626	
156	17-20-415-016-0000	13,280	
157	17-20-425-001-0000	-	RR
158	17-20-425-002-0000	229,214	
159	17-20-425-003-0000	41,349	
160	17-20-425-005-0000	152,530	
161	17-20-425-006-0000	11,296	
162	17-20-425-007-0000	21,280	
163	17-20-425-008-0000	15,174	
164	17-20-425-009-0000	1,799	
165	17-20-425-010-0000	11,509	
166	17-20-425-011-0000	1,784	
167	17-20-425-012-0000	15,200	
168	17-20-425-013-0000	-	EX
169	17-20-425-014-0000	12,970	
170	17-20-425-015-0000	13,013	
171	17-20-426-001-0000	-	RR
172	17-20-426-002-0000	247,155	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
173	17-20-426-003-0000	11,873	
174	17-20-426-004-0000	1,207	
175	17-20-426-005-0000	7,471	
176	17-20-426-006-0000	7,471	
177	17-20-426-007-0000	994	
178	17-20-426-008-0000	2,485	
179	17-20-426-009-0000	19,357	
180	17-20-426-010-0000	205,401	
181	17-20-426-011-0000	91,389	
182	17-20-426-012-0000	60,002	
183	17-20-426-013-0000	8,213	
184	17-20-426-014-0000	3,701	
185	17-20-429-001-0000	65,801	
186	17-20-430-001-0000	-	EX
187	17-20-432-015-0000	11,834	
188	17-20-432-016-0000	28,792	
189	17-20-432-017-0000	47,916	
190	17-20-432-018-0000	21,435	
191	17-20-432-019-0000	35,636	
192	17-20-433-001-0000	10,586	
193	17-20-433-002-0000	77,205	
194	17-20-433-003-0000	11,025	
195	17-20-433-004-0000	120	
196	17-20-433-005-0000	22,401	
197	17-20-433-006-0000	49,463	
198	17-20-434-001-0000	-	RR
199	17-20-434-002-0000	1,597	
200	17-20-434-003-0000	1,597	
201	17-20-434-004-0000	15,071	
202	17-20-434-005-0000	11,959	
203	17-20-434-006-0000	1,259	
204	17-20-434-007-0000	1,259	
205	17-20-434-008-0000	18,774	
206	17-20-434-009-0000	1,259	
207	17-20-434-010-0000	10,137	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
208	17-20-434-011-0000	3,882	
209	17-20-434-012-0000	3,417	
210	17-20-434-013-0000	3,417	
211	17-20-434-014-0000	1,536	
212	17-20-434-019-0000	6,414	
213	17-20-434-020-0000	1,151	
214	17-20-434-021-0000	2,371	
215	17-20-434-022-0000	2,371	
216	17-20-434-023-0000	1,117	
217	17-20-434-024-0000	8,413	
218	17-20-434-025-0000	3,832	
219	17-20-434-026-0000	17,295	
220	17-20-434-027-0000	90,643	
221	17-20-435-001-0000	-	RR
222	17-20-435-002-0000	114,800	
223	17-20-435-003-0000	32,762	
224	17-20-435-004-0000	32,762	
225	17-20-435-005-0000	3,716	
226	17-20-435-006-0000	3,716	
227	17-20-435-007-0000	9,097	
228	17-20-435-008-0000	210,839	
229	17-20-435-009-0000	104,112	
230	17-20-435-010-0000	1,478	
231	17-20-435-011-0000	4,581	
232	17-20-435-012-0000	11,432	
233	17-20-435-013-0000	27,154	
234	17-20-438-001-0000	8,123	
235	17-20-438-002-0000	98,716	
236	17-20-438-003-0000	8,086	
237	17-20-438-004-0000	3,286	
238	17-20-438-007-0000	10,806	
239	17-20-438-008-0000	3,793	
240	17-20-438-009-0000	3,793	
241	17-20-438-010-0000	3,793	
242	17-20-438-011-0000	19,083	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
243	17-20-438-012-0000	20,153	
244	17-20-438-013-0000	153,935	
245	17-20-438-014-0000	152,956	
246	17-20-438-015-0000	77,046	
247	17-20-438-016-0000	5,566	
248	17-20-438-019-0000	3,111	
249	17-20-438-020-0000	28,228	
250	17-20-438-021-0000	15,012	
251	17-20-438-022-0000	1,209	
252	17-20-438-023-0000	11,266	
253	17-20-438-024-0000	17,108	
254	17-20-438-025-0000	6,208	
255	17-20-438-026-0000	12,364	
256	17-20-438-027-0000	1,209	
257	17-20-438-028-0000	1,209	
258	17-20-438-029-0000	1,209	
259	17-20-438-030-0000	14,350	
260	17-20-438-031-0000	1,209	
261	17-20-438-032-0000	7,884	
262	17-20-438-033-0000	5,011	
263	17-20-438-034-0000	78,847	
264	17-20-439-001-0000	83,652	
265	17-20-439-002-0000	935,183	
266	17-20-439-003-0000	-	EX
267	17-20-440-002-0000	13,328	
268	17-20-440-006-0000	51,929	
269	17-20-440-007-0000	502,913	
270	17-20-440-008-0000	262,245	
271	17-20-441-001-0000	36,816	
272	17-20-441-002-0000	281,739	
273	17-20-441-003-0000	321,247	
274	17-20-442-001-0000	-	RR
275	17-20-443-001-0000	-	RR
276	17-20-443-002-0000	42,358	
277	17-20-444-001-0000	-	RR

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
278	17-20-444-002-0000	301,952	
279	17-20-444-003-0000	83,400	
280	17-20-445-001-0000	38,135	
281	17-20-445-002-0000	6,724	
282	17-20-445-003-0000	1,349	
283	17-20-445-004-0000	6,774	
284	17-20-445-005-0000	1,349	
285	17-20-445-006-0000	377	
286	17-20-445-007-0000	17,300	
287	17-20-445-008-0000	337,995	
288	17-20-445-009-0000	3,978	
289	17-20-445-010-0000	3,809	
290	17-20-445-011-0000	3,809	
291	17-20-445-012-0000	4,398	
292	17-20-445-013-0000	1,956	
293	17-20-445-014-0000	1,956	
294	17-20-445-015-0000	15,359	
295	17-20-445-016-0000	30,662	
296	17-20-445-017-0000	8,409	
297	17-20-445-018-0000	9,420	
298	17-20-445-019-0000	-	EX
299	17-20-445-020-0000	30,931	
300	17-20-445-021-0000	2,700	
301	17-20-445-022-0000	5,136	
302	17-20-445-023-0000	24,252	
303	17-20-445-024-0000	61,853	
304	17-20-445-025-0000	2,700	
305	17-20-445-026-0000	2,700	
306	17-20-445-027-0000	26,662	
307	17-20-445-028-0000	2,700	
308	17-20-445-029-0000	14,059	
309	17-20-445-030-0000	13,975	
310	17-20-445-031-0000	13,975	
311	17-20-445-032-0000	29,076	
312	17-21-305-001-0000	686	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
313	17-21-305-002-0000	725	
314	17-21-305-003-0000	2,268	
315	17-21-305-004-0000	85,382	
316	17-21-305-005-0000	1,192	
317	17-21-305-006-0000	10,619	
318	17-21-305-007-0000	10,126	
319	17-21-305-008-0000	-	EX
320	17-21-305-022-0000	35,398	
321	17-21-305-023-0000	44,248	
322	17-21-305-027-0000	4,312	
323	17-21-305-028-0000	-	EX
324	17-21-305-040-0000	82,927	
325	17-21-305-041-0000	118	
326	17-21-305-042-0000	52,329	
327	17-21-305-043-0000	4,409	
328	17-21-305-044-0000	2,208	
329	17-21-306-001-0000	3,025	
330	17-21-306-002-0000	2,178	
331	17-21-306-003-0000	4,080	
332	17-21-306-004-0000	3,910	
333	17-21-306-005-0000	3,910	
334	17-21-306-006-0000	6,154	
335	17-21-306-007-0000	32,783	
336	17-21-306-008-0000	32,783	
337	17-21-306-009-0000	33,610	
338	17-21-306-010-0000	28,618	
339	17-21-306-011-0000	4,454	
340	17-21-306-012-0000	4,454	
341	17-21-306-013-0000	4,454	
342	17-21-306-014-0000	4,454	
343	17-21-306-015-0000	11,154	
344	17-21-306-016-0000	2,358	
345	17-21-306-017-0000	2,268	
346	17-21-306-018-0000	2,268	
347	17-21-306-036-0000	111,514	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
348	17-21-306-037-0000	7,053	
349	17-21-306-038-0000	4,757	
350	17-21-306-039-0000	10,345	
351	17-21-306-040-0000	9,756	
352	17-21-306-041-0000	10,737	
353	17-21-306-042-0000	2,178	
354	17-21-306-043-0000	9,087	
355	17-21-306-044-0000	2,178	
356	17-21-306-045-0000	2,178	
357	17-21-306-046-0000	9,226	
358	17-21-306-047-0000	7,643	
359	17-21-306-048-0000	8,133	
360	17-21-306-049-0000	2,085	
361	17-21-306-050-0000	5,261	
362	17-21-306-051-0000	2,903	
363	17-21-306-052-0000	27,058	
364	17-21-306-053-0000	13,394	
365	17-21-306-054-0000	18,182	
366	17-21-306-055-0000	17,588	
367	17-21-306-056-0000	2,903	
368	17-21-306-057-0000	14,901	
369	17-21-306-059-0000	9,203	
370	17-21-306-060-0000	147,949	
371	17-21-307-014-0000	3,408	
372	17-21-307-015-0000	3,578	
373	17-21-307-016-0000	217,911	
374	17-21-307-040-0000	3,727	
375	17-21-307-056-0000	114,660	
376	17-21-307-061-0000	223,712	
377	17-21-307-065-0000	105,336	
378	17-21-307-067-0000	38,761	
379	17-21-307-071-0000	97,046	
380	17-21-307-073-0000	1,937	
381	17-21-307-075-0000	3,372	
382	17-21-307-076-0000	13,409	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
383	17-21-307-077-0000	-	EX
384	17-21-307-078-0000	282,232	
385	17-21-307-079-0000	23,391	
386	17-21-307-080-0000	118,737	
387	17-21-307-081-0000	7,339	
388	17-21-307-082-0000	14,672	
389	17-21-307-083-0000	51,482	
390	17-21-307-084-0000	79,038	
391	17-21-307-085-0000	58,905	
392	17-21-307-086-0000	30,395	
393	17-21-307-087-0000	35,245	
394	17-21-307-088-0000	88,837	
395	17-21-308-001-0000	20,086	
396	17-21-309-001-0000	12,435	
397	17-21-309-002-0000	2,046	
398	17-21-309-003-0000	-	EX
399	17-21-309-004-0000	-	EX
400	17-21-309-005-0000	-	EX
401	17-21-309-006-0000	4,088	
402	17-21-309-007-0000	4,088	
403	17-21-309-008-0000	4,088	
404	17-21-309-009-0000	8,179	
405	17-21-309-010-0000	4,088	
406	17-21-309-011-0000	4,088	
407	17-21-309-012-0000	4,088	
408	17-21-309-013-0000	4,088	
409	17-21-309-014-0000	4,088	
410	17-21-309-015-0000	64,588	
411	17-21-309-016-0000	59,540	
412	17-21-310-001-0000	10,115	
413	17-21-310-002-0000	4,906	
414	17-21-310-003-0000	4,906	
415	17-21-310-004-0000	4,906	
416	17-21-310-005-0000	4,906	
417	17-21-310-006-0000	13,270	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
418	17-21-310-007-0000	4,811	
419	17-21-310-008-0000	4,639	
420	17-21-310-009-0000	4,639	
421	17-21-310-010-0000	13,917	
422	17-21-310-011-0000	3,778	
423	17-21-310-012-0000	8,762	
424	17-21-310-013-0000	34,266	
425	17-21-310-014-0000	11,180	
426	17-21-311-004-0000	-	RR
427	17-21-311-005-0000	-	RR
428	17-21-311-006-0000	-	RR
429	17-21-311-008-0000	-	EX
430	17-21-311-009-0000	383,375	
431	17-21-311-010-0000	526,269	
432	17-21-311-011-0000	37,162	
433	17-21-311-012-0000	24,764	
434	17-21-311-013-0000	12,658	
435	17-21-311-014-0000	-	RR
436	17-21-311-015-0000	-	RR
437	17-21-311-019-0000	-	EX
438	17-21-311-020-0000	68,119	
439	17-21-311-022-0000	-	EX
440	17-21-311-024-0000	138,245	
441	17-21-311-025-0000	321,720	
442	17-21-311-026-0000	-	RR
443	17-21-311-027-0000	-	RR
444	17-21-311-028-0000	78,526	
445	17-21-311-029-0000	17,033	
446	17-21-311-030-0000	-	RR
447	17-21-311-031-0000	-	RR
448	17-21-311-032-0000	37,192	
449	17-21-311-033-0000	26,221	
450	17-21-322-017-0000	3,679	
451	17-21-322-018-0000	3,679	
452	17-21-322-019-0000	3,679	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
453	17-21-322-020-0000	18,526	
454	17-21-322-039-0000	1,853	
455	17-21-322-040-0000	9,904	
456	17-21-322-041-0000	9,902	
457	17-21-322-044-0000	37,595	
458	17-21-323-005-0000	48,458	
459	17-21-323-006-0000	48,458	
460	17-21-323-007-0000	48,458	
461	17-21-323-008-0000	34,769	
462	17-21-323-009-0000	17,618	
463	17-21-323-010-0000	12,678	
464	17-21-323-011-0000	10,042	
465	17-21-323-012-0000	30,143	
466	17-21-323-013-0000	25,162	
467	17-21-323-018-0000	61,859	
468	17-21-323-029-0000	96,919	
469	17-21-323-030-0000	48,458	
470	17-21-323-038-0000	54,472	
471	17-21-323-039-0000	347,140	
472	17-21-325-001-0000	2,268	
473	17-21-325-002-0000	2,268	
474	17-21-325-003-0000	4,161	
475	17-21-325-004-0000	2,268	
476	17-21-325-005-0000	5,672	
477	17-21-325-006-0000	11,656	
478	17-21-325-007-0000	4,258	
479	17-21-325-008-0000	4,258	
480	17-21-325-009-0000	2,178	
481	17-21-325-015-0000	3,550	
482	17-21-325-016-0000	3,550	
483	17-21-325-017-0000	3,550	
484	17-21-325-018-0000	2,840	
485	17-21-325-019-0000	12,734	
486	17-21-325-020-0000	10,190	
487	17-21-325-021-0000	10,190	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
488	17-21-325-022-0000	10,190	
489	17-21-325-023-0000	7,268	
490	17-21-325-024-0000	3,550	
491	17-21-325-025-0000	3,550	
492	17-21-325-026-0000	3,550	
493	17-21-325-027-0000	3,550	
494	17-21-325-028-0000	2,840	
495	17-21-325-029-0000	2,763	
496	17-21-325-030-0000	4,161	
497	17-21-325-031-0000	2,573	
498	17-21-325-032-0000	3,372	
499	17-21-325-033-0000	2,365	
500	17-21-325-034-0000	1,457	
501	17-21-325-035-0000	1,704	
502	17-21-325-036-0000	1,704	
503	17-21-325-037-0000	1,704	
504	17-21-325-038-0000	3,817	
505	17-21-325-039-0000	12,450	
506	17-21-325-040-0000	3,372	
507	17-21-325-041-0000	6,924	
508	17-21-325-042-0000	7,809	
509	17-21-325-043-0000	7,398	
510	17-21-325-044-0000	7,398	
511	17-21-325-053-0000	7,398	
512	17-21-325-054-0000	7,415	
513	17-21-325-055-0000	115,697	
514	17-21-325-056-0000	81,173	
515	17-21-326-003-0000	316,293	
516	17-21-326-005-0000	381,737	
517	17-21-326-006-0000	35,738	
518	17-21-326-007-0000	3,834	
519	17-21-327-006-0000	-	RR
520	17-21-327-012-0000	550,874	
521	17-21-327-014-0000	67,871	
522	17-21-327-015-0000	431,655	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
523	17-21-327-016-0000	369,150	
524	17-21-328-001-0000	13,689	
525	17-21-328-002-0000	5,648	
526	17-21-328-003-0000	14,223	
527	17-21-328-004-0000	2,261	
528	17-21-328-005-0000	5,982	
529	17-21-328-006-0000	2,272	
530	17-21-328-007-0000	2,272	
531	17-21-328-008-0000	79,213	
532	17-21-328-009-0000	-	EX
533	17-21-328-010-0000	-	EX
534	17-21-328-011-0000	-	EX
535	17-21-328-012-0000	5,990	
536	17-21-328-013-0000	-	EX
537	17-21-328-014-0000	-	EX
538	17-21-328-015-0000	-	EX
539	17-21-328-016-0000	-	EX
540	17-21-328-017-0000	-	EX
541	17-21-328-018-0000	-	EX
542	17-21-328-019-0000	-	EX
543	17-21-328-020-0000	-	EX
544	17-21-328-021-0000	-	EX
545	17-21-328-022-0000	-	EX
546	17-21-328-023-0000	-	EX
547	17-21-328-024-0000	-	EX
548	17-21-328-025-0000	-	EX
549	17-21-328-026-0000	-	EX
550	17-21-328-027-0000	-	EX
551	17-21-328-028-0000	-	EX
552	17-21-328-029-0000	-	EX
553	17-21-328-030-0000	-	EX
554	17-21-328-031-0000	-	EX
555	17-21-328-032-0000	-	EX
556	17-21-329-001-0000	29,685	
557	17-21-329-002-0000	2,272	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
558	17-21-329-003-0000	11,497	
559	17-21-329-004-0000	4,996	
560	17-21-329-005-0000	10,909	
561	17-21-329-008-0000	29,035	
562	17-21-329-009-0000	-	EX
563	17-21-329-010-0000	-	EX
564	17-21-329-011-0000	-	EX
565	17-21-329-012-0000	-	EX
566	17-21-329-013-0000	-	EX
567	17-21-329-014-0000	-	EX
568	17-21-329-015-0000	-	EX
569	17-21-329-016-0000	-	EX
570	17-21-329-017-0000	-	EX
571	17-21-329-018-0000	-	EX
572	17-21-329-019-0000	-	EX
573	17-21-329-020-0000	-	EX
574	17-21-329-021-0000	-	EX
575	17-21-329-022-0000	2,522	
576	17-21-329-023-0000	-	EX
577	17-21-329-024-0000	-	EX
578	17-21-329-025-0000	-	EX
579	17-21-329-026-0000	-	EX
580	17-21-329-027-0000	-	EX
581	17-21-329-028-0000	2,044	
582	17-21-329-029-0000	-	EX
583	17-21-329-030-0000	-	EX
584	17-21-329-031-0000	-	EX
585	17-21-329-032-0000	-	EX
586	17-21-329-033-0000	-	EX
587	17-21-329-034-0000	-	EX
588	17-21-329-035-0000	38,806	
589	17-21-330-005-0000	-	EX
590	17-21-330-006-0000	169,651	
591	17-21-330-007-0000	153,218	
592	17-21-330-008-0000	387,302	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
593	17-21-331-001-0000	1,209,141	
594	17-21-332-001-0000	467,534	
595	17-21-332-002-0000	80,648	
596	17-21-332-003-0000	100,301	
597	17-21-332-010-0000	192,323	
598	17-21-332-011-0000	10,791	
599	17-21-332-012-0000	508,746	
600	17-21-332-013-0000	-	EX
601	17-21-332-014-0000	111,525	
602	17-21-332-015-0000	-	EX
603	17-21-333-003-0000	104,433	
604	17-21-333-004-0000	9,037	
605	17-21-333-005-0000	210,453	
606	17-21-333-006-0000	55,443	
607	17-21-334-001-0000	240,560	
608	17-21-334-003-0000	22,582	
609	17-21-334-004-0000	138,079	
610	17-21-335-001-0000	1,850	
611	17-21-335-002-0000	519	
612	17-21-335-003-0000	-	EX
613	17-21-336-004-0000	72,056	
614	17-21-336-005-0000	2,311	
615	17-21-336-006-0000	2,066	
616	17-21-336-010-0000	-	RR
617	17-21-336-011-0000	510	
618	17-21-336-012-0000	1,777	
619	17-21-336-013-0000	-	RR
620	17-21-336-014-0000	-	RR
621	17-21-336-017-0000	203,525	
622	17-21-336-018-0000	-	RR
623	17-21-336-020-0000	-	RR
624	17-21-336-021-0000	3,880	
625	17-21-336-022-0000	11,679	
626	17-21-336-023-0000	-	EX
627	17-21-336-024-0000	1,080	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
628	17-21-336-025-0000	118	
629	17-21-336-026-0000	1,657	
630	17-21-500-001-0000	-	RR
631	17-21-500-002-0000	-	RR
632	17-21-500-003-000	-	RR
633	17-21-500-004-0000	-	RR
634	17-28-100-001-0000	273,046	
635	17-28-100-002-0000	193,020	
636	17-28-100-004-0000	-	EX
637	17-28-100-007-0000	-	EX
638	17-28-100-008-0000	201,117	
639	17-28-100-015-0000	353,079	
640	17-28-100-016-0000	210,159	
641	17-28-100-017-0000	-	EX
642	17-28-100-021-0000	-	
643	17-28-100-024-0000	69,616	
644	17-28-100-025-0000	81,317	
645	17-28-100-026-0000	415,313	
646	17-28-100-027-0000	214,309	
647	17-28-100-029-8001	-	
648	17-28-100-029-8002	19,307	
649	17-28-100-030-8002	114,632	
650	17-28-100-031-0000	103,443	
651	17-28-100-032-0000	45,199	
652	17-28-100-033-0000	354,426	
653	17-28-101-003-0000	213,016	
654	17-28-101-004-0000	127,077	
655	17-28-102-001-0000	374,944	
656	17-28-102-002-0000	106,896	
657	17-28-102-003-0000	52,493	
658	17-28-102-004-0000	4,260	
659	17-28-102-005-0000	18,683	
660	17-28-102-006-0000	18,683	
661	17-28-102-007-0000	19,027	
662	17-28-102-008-0000	195,359	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
663	17-28-102-009-0000	45,825	
664	17-28-102-010-0000	44,398	
665	17-28-102-011-0000	8,172	
666	17-28-102-012-0000	8,172	
667	17-28-102-013-0000	32,712	
668	17-28-102-014-0000	35,198	
669	17-28-102-015-0000	58,012	
670	17-28-102-016-0000	33,913	
671	17-28-102-017-0000	4,088	
672	17-28-102-018-0000	3,294	
673	17-28-103-001-0000	-	EX
674	17-28-103-002-0000	610,896	
675	17-28-103-006-0000	274,701	
676	17-28-103-007-0000	131,751	
677	17-28-103-008-0000	11,821	
678	17-28-103-011-0000	285,251	
679	17-28-103-012-0000	64,594	
680	17-28-104-001-0000	20,581	
681	17-28-104-002-0000	16,136	
682	17-28-104-003-0000	-	RR
683	17-28-104-006-0000	172,958	
684	17-28-104-007-0000	67,624	
685	17-28-104-008-0000	2,414	
686	17-28-104-009-0000	2,952	
687	17-28-104-010-0000	1,885	
688	17-28-104-011-0000	3,931	
689	17-28-104-012-0000	1,498	
690	17-28-104-013-0000	-	RR
691	17-28-104-014-0000	-	RR
692	17-28-104-016-0000	-	EX
693	17-28-104-017-0000	1,601	
694	17-28-104-018-0000	1,584	
695	17-28-104-019-0000	1,549	
696	17-28-104-020-0000	1,532	
697	17-28-104-021-0000	4,043	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
698	17-28-104-022-0000	-	EX
699	17-28-104-025-0000	10,825	
700	17-28-104-029-0000	-	RR
701	17-28-104-030-0000	-	RR
702	17-28-104-031-0000	2,027	
703	17-28-104-032-0000	448	
704	17-28-104-033-0000	2,061	
705	17-28-104-034-0000	80	
706	17-28-104-035-0000	57,123	
707	17-28-105-006-0000	-	RR
708	17-28-105-020-0000	1,704	
709	17-28-105-021-0000	1,704	
710	17-28-105-022-0000	-	RR
711	17-28-105-023-0000	1,919	
712	17-28-105-024-0000	6,604	
713	17-28-105-025-0000	7,292	
714	17-28-105-026-0000	12,060	
715	17-28-105-027-0000	-	EX
716	17-28-109-009-0000	-	EX
717	17-28-111-001-0000	432,352	
718	17-28-111-008-0000	-	RR
719	17-28-111-009-0000	-	RR
720	17-28-111-016-0000	-	RR
721	17-28-111-018-0000	-	RR
722	17-28-111-019-0000	-	EX
723	17-28-111-020-0000	-	RR
724	17-28-111-022-0000	-	RR
725	17-28-111-023-0000	54,954	
726	17-28-111-024-0000	-	RR
727	17-28-111-025-0000	120,239	
728	17-28-111-026-0000	516	
729	17-28-111-027-0000	-	RR
730	17-28-111-028-0000	3,568	
731	17-28-111-029-0000	-	RR
732	17-28-111-030-0000	319,196	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
733	17-28-111-031-0000	355,900	
734	17-28-111-032-0000	57,935	
735	17-28-111-033-0000	241,429	
736	17-28-111-035-6001	-	RR
737	17-28-111-035-6002	-	RR
738	17-28-111-036-6001	-	RR
739	17-28-111-036-6002	-	RR
740	17-28-111-037-6001	-	RR
741	17-28-111-037-6002	-	RR
742	17-28-111-038-6001	-	RR
743	17-28-111-038-6002	-	RR
744	17-28-111-039-6001	-	RR
745	17-28-111-039-6002	-	RR
746	17-28-111-040-8002	6,046	
747	17-28-112-001-0000	-	RR
748	17-28-113-003-0000	-	EX
749	17-28-114-001-0000	491	
750	17-28-114-003-0000	-	EX
751	17-28-500-002-0000	-	RR
752	17-29-100-003-0000	-	EX
753	17-29-100-016-0000	35,684	
754	17-29-100-019-0000	1,088,760	
755	17-29-100-026-0000	129,558	
756	17-29-100-030-0000	728,464	
757	17-29-100-031-0000	72,304	
758	17-29-100-032-0000	144,611	
759	17-29-100-035-0000	531,735	
760	17-29-100-037-0000	30,759	
761	17-29-100-038-0000	2,959	
762	17-29-100-039-0000	224,420	
763	17-29-100-040-0000	7,781	
764	17-29-100-041-0000	130,595	
765	17-29-100-042-0000	207,542	
766	17-29-100-043-0000	464,976	
767	17-29-100-044-0000	492,982	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
768	17-29-100-049-0000	-	EX
769	17-29-100-050-0000	66,879	
770	17-29-100-051-0000	-	RR
771	17-29-100-052-8001	-	EX
772	17-29-100-052-8002	1,409	
773	17-29-100-053-0000	215,398	
774	17-29-100-054-0000	260,057	
775	17-29-101-012-0000	187,202	
776	17-29-101-013-0000	236,216	
777	17-29-101-014-0000	94,858	
778	17-29-101-015-0000	69,033	
779	17-29-101-016-0000	100,953	
780	17-29-101-017-0000	94,810	
781	17-29-101-018-0000	94,808	
782	17-29-101-019-0000	27,712	
783	17-29-101-020-0000	27,712	
784	17-29-101-021-0000	4,271	
785	17-29-101-022-0000	23,017	
786	17-29-101-033-0000	-	
787	17-29-101-034-0000	596,606	
788	17-29-101-035-0000	77,752	
789	17-29-101-036-0000	15,262	
790	17-29-101-037-0000	31,527	
791	17-29-101-038-0000	29,868	
792	17-29-101-039-0000	126,361	
793	17-29-101-040-0000	93,528	
794	17-29-101-041-0000	93,528	
795	17-29-101-042-0000	13,807	
796	17-29-101-043-0000	14,769	
797	17-29-101-044-0000	96,519	
798	17-29-101-045-0000	98,047	
799	17-29-101-052-0000	228,777	
800	17-29-101-054-0000	202,871	
801	17-29-101-055-0000	-	RR
802	17-29-101-056-0000	363,194	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
803	17-29-102-001-0000	-	RR
804	17-29-102-031-0000	-	EX
805	17-29-102-037-0000	527,468	
806	17-29-102-038-0000	6,457	
807	17-29-102-039-0000	20,955	
808	17-29-102-040-0000	274,656	
809	17-29-102-041-0000	131,493	
810	17-29-102-042-0000	1,143	
811	17-29-102-043-0000	21,661	
812	17-29-102-044-0000	747,197	
813	17-29-103-001-0000	-	RR
814	17-29-103-007-0000	340,186	
815	17-29-103-008-0000	35,148	
816	17-29-103-011-0000	20,968	
817	17-29-103-012-0000	1,015,006	
818	17-29-103-014-0000	4,097	
819	17-29-103-016-0000	28,482	
820	17-29-103-017-0000	80,226	
821	17-29-103-018-0000	285,445	
822	17-29-103-019-0000	56,889	
823	17-29-103-020-0000	110,800	
824	17-29-104-001-0000	-	EX
825	17-29-200-001-0000	-	RR
826	17-29-200-002-0000	18,731,592	
827	17-29-200-005-0000	-	RR
828	17-29-200-006-0000	-	RR
829	17-29-200-007-0000	279,514	
830	17-29-200-009-0001	-	RR
831	17-29-201-003-0000	11,036	
832	17-29-201-004-0000	-	RR
833	17-29-201-005-0000	50,513	
834	17-29-201-006-0000	-	RR
835	17-29-201-007-0000	51,348	
836	17-29-201-008-0000	60,205	
837	17-29-201-009-0000	1,588	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
838	17-29-201-010-0000	1,588	RR
839	17-29-201-011-0000	1,588	
840	17-29-201-012-0000	1,588	
841	17-29-201-013-0000	27,038	
842	17-29-201-017-0000	-	
843	17-29-201-018-0000	23,684	
844	17-29-201-019-0000	15,344	
845	17-29-201-020-0000	2,629	
846	17-29-201-021-0000	16,435	
847	17-29-201-022-0000	35,908	
848	17-29-201-023-0000	42,771	RR
849	17-29-201-024-0000	148,274	
850	17-29-201-025-0000	-	
851	17-29-201-026-6001	-	
852	17-29-202-001-0000	-	
853	17-29-202-002-0000	-	
854	17-29-202-004-0000	1,444	
855	17-29-202-005-0000	1,588	
856	17-29-202-006-0000	1,588	
857	17-29-202-010-0000	1,732	
858	17-29-202-011-0000	3,092	RR
859	17-29-202-012-0000	3,092	
860	17-29-202-013-0000	4,179	
861	17-29-202-029-0000	2,419	
862	17-29-202-030-0000	5,259	
863	17-29-202-031-0000	2,629	
864	17-29-202-032-0000	2,524	
865	17-29-202-033-0000	5,196	
866	17-29-202-034-0000	13,267	
867	17-29-202-037-6001	-	
868	17-29-202-038-6001	-	RR
869	17-29-202-039-6001	-	
870	17-29-203-001-0000	-	
871	17-29-203-004-0000	45,007	
872	17-29-203-005-0000	14,705	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
873	17-29-203-006-0000	5,155	
874	17-29-203-007-0000	7,727	
875	17-29-203-008-0000	-	RR
876	17-29-203-009-0000	-	RR
877	17-29-203-010-0000	49,063	
878	17-29-203-011-0000	88,667	
879	17-29-203-012-0000	-	EX
880	17-29-203-017-6001	-	RR
881	17-29-203-018-6001	-	RR
882	17-29-203-019-6001	-	RR
883	17-29-203-020-6001	-	RR
884	17-29-300-003-0000	-	EX
885	17-29-300-006-8001	-	EX
886	17-29-300-006-8002	56,491	
887	17-29-300-007-8001	-	EX
888	17-29-300-007-8002	28,075	
889	17-29-301-002-0000	-	EX
890	17-29-301-003-0000	35,415	
891	17-29-301-004-0000	-	EX
892	17-29-301-005-0000	17,526	
893	17-29-301-006-0000	-	EX
894	17-29-301-008-0000	59,307	
895	17-29-301-009-0000	239,013	
896	17-29-301-011-0000	93,199	
897	17-29-301-012-0000	577,247	
898	17-29-302-001-0000	169,743	
899	17-29-302-002-0000	698,848	
900	17-29-302-003-0000	132,631	
901	17-29-302-004-0000	102,946	
902	17-29-302-005-0000	117,009	
903	17-29-303-001-0000	225,821	
904	17-29-304-001-0000	4,301	
905	17-29-308-003-0000	575,674	
906	17-29-309-035-0000	81,737	
907	17-29-309-036-0000	826,076	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
908	17-29-310-001-0000	407,571	
909	17-29-310-002-0000	619,384	
910	17-29-310-048-0000	314	
911	17-29-310-049-0000	-	RR
912	17-29-310-050-0000	-	RR
913	17-29-400-001-0000	70,724	
914	17-29-400-002-0000	284,836	
915	17-29-400-007-0000	155,781	
916	17-29-400-008-0000	112,710	
917	17-29-400-010-0000	80,097	
918	17-29-400-011-0000	805,519	
919	17-29-402-001-0000	603,016	
920	17-29-402-007-0000	1,007	
921	17-29-402-008-0000	966	
922	17-29-402-009-0000	17,005	
923	17-29-402-010-0000	14,500	
924	17-29-402-011-0000	4,153	
925	17-29-402-012-0000	6,378	
926	17-29-402-013-0000	704	
927	17-29-402-014-0000	704	
928	17-29-402-015-0000	2,016	
929	17-29-402-016-0000	-	RR
930	17-29-402-021-0000	-	EX
931	17-29-402-022-0000	-	EX
932	17-29-402-023-0000	-	EX
933	17-29-402-024-0000	-	EX
934	17-29-402-030-0000	-	EX
935	17-29-402-031-0000	-	EX
936	17-29-402-032-0000	-	EX
937	17-29-402-033-0000	-	RR
938	17-29-402-034-0000	-	RR
939	17-29-402-035-0000	-	EX
940	17-29-403-005-0000	1,136	
941	17-29-403-006-0000	1,136	
942	17-29-403-007-0000	966	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
943	17-29-403-008-0000	966	
944	17-29-403-009-0000	966	
945	17-29-403-010-0000	966	
946	17-29-403-011-0000	966	
947	17-29-403-012-0000	966	
948	17-29-403-013-0000	2,016	
949	17-29-403-014-0000	-	EX
950	17-29-403-015-0000	-	EX
951	17-29-403-016-0000	-	EX
952	17-29-403-017-0000	-	EX
953	17-29-403-018-0000	-	EX
954	17-29-403-019-0000	-	EX
955	17-29-403-020-0000	-	EX
956	17-29-403-029-0000	1,069	
957	17-29-403-030-0000	1,069	
958	17-29-403-031-0000	1,069	
959	17-29-403-032-0000	1,069	
960	17-29-403-033-0000	1,069	
961	17-29-403-034-0000	1,069	
962	17-29-403-035-0000	1,069	
963	17-29-403-036-0000	1,069	
964	17-29-403-041-0000	-	EX
965	17-29-403-042-0000	-	EX
966	17-29-403-043-0000	-	EX
967	17-29-403-044-0000	-	EX
968	17-29-403-048-0000	-	EX
969	17-29-403-049-0000	3,346	
970	17-29-403-050-0000	-	EX
971	17-29-403-051-0000	-	EX
972	17-29-403-052-0000	-	RR
973	17-29-403-053-0000	-	RR
974	17-29-404-001-0000	1,242	
975	17-29-404-002-0000	1,242	
976	17-29-404-003-0000	1,242	
977	17-29-404-004-0000	1,491	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
978	17-29-404-016-0000	-	EX
979	17-29-404-017-0000	-	EX
980	17-29-404-018-0000	-	EX
981	17-29-404-021-0000	-	EX
982	17-29-404-022-0000	1,799	
983	17-29-404-023-0000	10,309	
984	17-29-404-024-0000	7,933	
985	17-29-404-025-0000	413	
986	17-29-404-026-0000	-	EX
987	17-29-404-028-0000	7,654	
988	17-29-404-029-0000	3,598	
989	17-29-404-030-0000	5,211	
990	17-29-404-031-0000	-	EX
991	17-29-404-032-0000	-	RR
992	17-29-405-001-0000	312,126	
993	17-29-405-008-0000	694,592	
994	17-29-405-010-0000	50,460	
995	17-29-405-011-0000	-	RR
996	17-29-405-012-0000	7,987	
997	17-29-405-013-0000	25,937	
998	17-29-405-014-0000	-	RR
999	17-29-405-015-8001	-	EX
1000	17-29-405-015-8002	8,781	
1001	17-29-405-017-0000	70,244	
1002	17-29-405-018-0000	-	EX
1003	17-29-405-019-0000	420	
1004	17-29-405-020-0000	-	EX
1005	17-29-405-021-0000	5,231	
1006	17-29-406-001-0000	286,996	
1007	17-29-406-002-0000	-	EX
1008	17-29-407-002-0000	-	RR
1009	17-29-407-003-0000	-	RR
1010	17-29-407-005-0000	-	RR
1011	17-29-407-006-0000	-	EX
1012	17-29-407-007-0000	-	EX

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1013	17-29-407-008-0000	3,131	
1014	17-29-407-009-0000	6,264	
1015	17-29-407-010-0000	3,131	
1016	17-29-407-011-0000	3,131	
1017	17-29-407-012-0000	3,131	
1018	17-29-407-013-0000	3,131	
1019	17-29-407-014-0000	3,172	
1020	17-29-407-015-0000	3,030	
1021	17-29-407-017-0000	-	RR
1022	17-29-407-018-0000	12,247	
1023	17-29-407-019-0000	-	RR
1024	17-29-407-020-0000	-	RR
1025	17-29-407-021-0000	16,736	
1026	17-29-414-001-0000	18,119	
1027	17-29-414-002-0000	2,935	
1028	17-29-414-003-0000	21,922	
1029	17-29-414-004-0000	18,905	
1030	17-29-414-005-0000	33,345	
1031	17-29-414-030-0000	16,428	
1032	17-29-414-031-0000	65,283	
1033	17-29-414-032-0000	145,455	
1034	17-29-414-069-0000	-	EX
1035	17-29-415-001-0000	693	
1036	17-29-415-002-0000	56,521	
1037	17-29-415-003-0000	56,482	
1038	17-29-415-004-0000	27,322	
1039	17-29-415-005-0000	-	EX
1040	17-29-416-011-0000	96,827	
1041	17-29-416-012-0000	112,319	
1042	17-29-416-013-0000	748,312	
1043	17-29-416-014-0000	-	EX
1044	17-29-416-016-0000	-	EX
1045	17-29-416-017-0000	26,802	
1046	17-29-416-018-0000	46,709	
1047	17-29-417-003-0000	305,905	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1048	17-29-417-004-0000	437	
1049	17-29-417-018-0000	3,413	
1050	17-29-417-019-0000	4,200	
1051	17-29-500-001-0000	-	RR
1052	17-29-500-002-0000	-	RR
1053	17-29-500-018-0000	-	RR
1054	17-29-500-024-0000	-	RR
1055	17-29-500-025-0000	-	RR
1056	17-29-500-026-0000	-	RR
1057	17-29-500-027-0000	-	RR
1058	17-29-500-030-0000	-	EX
1059	17-29-500-031-0000	-	RR
1060	17-29-500-032-0000	-	RR
1061	17-29-500-033-0000	-	RR
1062	17-30-112-027-0000	35,572	
1063	17-30-112-028-0000	25,577	
1064	17-30-112-029-0000	21,633	
1065	17-30-112-030-0000	24,179	
1066	17-30-112-031-0000	21,562	
1067	17-30-112-032-0000	23,557	
1068	17-30-112-033-0000	23,873	
1069	17-30-112-034-0000	41,917	
1070	17-30-112-037-0000	-	EX
1071	17-30-112-039-0000	-	EX
1072	17-30-112-040-0000	-	EX
1073	17-30-115-040-0000	81,638	
1074	17-30-115-041-0000	6,533	
1075	17-30-115-042-0000	28,338	
1076	17-30-115-043-0000	32,643	
1077	17-30-115-044-0000	16,706	
1078	17-30-115-045-0000	54,309	
1079	17-30-115-046-0000	25,485	
1080	17-30-115-047-0000	20,803	
1081	17-30-115-048-0000	22,348	
1082	17-30-115-049-0000	22,573	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1083	17-30-116-001-0000	99,439	
1084	17-30-116-007-0000	44,116	
1085	17-30-116-008-0000	12,846	
1086	17-30-116-009-0000	20,882	
1087	17-30-116-010-0000	35,221	
1088	17-30-116-011-0000	13,960	
1089	17-30-116-012-0000	20,050	
1090	17-30-116-013-0000	25,541	
1091	17-30-116-014-0000	17,612	
1092	17-30-116-015-0000	33,672	
1093	17-30-116-016-0000	16,717	
1094	17-30-116-017-0000	22,625	
1095	17-30-116-018-0000	42,145	
1096	17-30-119-034-0000	22,173	
1097	17-30-119-035-0000	16,867	
1098	17-30-119-036-0000	17,876	
1099	17-30-119-037-0000	16,831	
1100	17-30-119-038-0000	12,499	
1101	17-30-119-039-0000	52,708	
1102	17-30-119-040-0000	20,319	
1103	17-30-119-041-0000	14,690	
1104	17-30-119-042-0000	2,158	
1105	17-30-120-025-0000	19,527	
1106	17-30-120-026-0000	10,972	
1107	17-30-120-027-0000	30,838	
1108	17-30-120-028-0000	17,993	
1109	17-30-120-031-0000	25,952	
1110	17-30-120-032-0000	7,671	
1111	17-30-120-033-0000	7,671	
1112	17-30-120-034-0000	1,289	
1113	17-30-120-035-0000	8,084	
1114	17-30-120-036-0000	51,357	
1115	17-30-121-020-0000	499	
1116	17-30-121-021-0000	52,889	
1117	17-30-121-027-0000	24,544	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1118	17-30-121-028-0000	3,871	
1119	17-30-121-029-0000	7,137	
1120	17-30-121-030-0000	28,443	
1121	17-30-121-035-0000	-	EX
1122	17-30-121-036-0000	101,769	
1123	17-30-122-001-0000	12,452	
1124	17-30-122-002-0000	805	
1125	17-30-122-003-0000	1,934	
1126	17-30-122-004-0000	1,934	
1127	17-30-122-005-0000	1,934	
1128	17-30-122-006-0000	1,934	
1129	17-30-122-007-0000	1,934	
1130	17-30-122-008-0000	1,934	
1131	17-30-122-009-0000	1,934	
1132	17-30-122-010-0000	3,871	
1133	17-30-122-011-0000	1,934	
1134	17-30-122-012-0000	1,934	
1135	17-30-122-013-0000	321	
1136	17-30-122-014-0000	71,015	
1137	17-30-122-015-0000	62,068	
1138	17-30-122-016-0000	62,068	
1139	17-30-122-017-0000	5,547	
1140	17-30-122-018-0000	2,356	
1141	17-30-122-019-0000	35,329	
1142	17-30-122-020-0000	3,828	
1143	17-30-122-021-0000	56,702	
1144	17-30-122-022-0000	119,749	
1145	17-30-122-023-0000	-	EX
1146	17-30-122-024-0000	-	EX
1147	17-30-122-025-0000	-	EX
1148	17-30-122-026-0000	-	EX
1149	17-30-122-027-0000	-	EX
1150	17-30-123-026-0000	20,794	
1151	17-30-123-027-0000	41,601	
1152	17-30-123-028-0000	23,501	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1153	17-30-123-029-0000	13,117	
1154	17-30-123-030-0000	2,576	
1155	17-30-123-031-0000	24,009	
1156	17-30-123-032-0000	2,410	
1157	17-30-123-034-0000	19,914	
1158	17-30-123-035-0000	2,903	
1159	17-30-123-036-0000	2,903	
1160	17-30-123-039-0000	18,507	
1161	17-30-123-040-0000	19,548	
1162	17-30-123-041-0000	17,928	
1163	17-30-123-042-0000	2,903	
1164	17-30-123-043-0000	16,587	
1165	17-30-123-044-0000	20,538	
1166	17-30-123-045-0000	15,626	
1167	17-30-123-046-0000	17,795	
1168	17-30-123-047-0000	19,987	
1169	17-30-123-048-0000	19,774	
1170	17-30-123-049-0000	17,052	
1171	17-30-123-050-0000	17,455	
1172	17-30-123-051-0000	10,064	
1173	17-30-123-052-0000	65,657	
1174	17-30-123-053-0000	12,669	
1175	17-30-123-054-0000	11,753	
1176	17-30-124-026-0000	24,516	
1177	17-30-124-027-0000	33,093	
1178	17-30-124-028-0000	26,589	
1179	17-30-124-029-0000	38,033	
1180	17-30-124-030-0000	38,033	
1181	17-30-124-031-0000	38,033	
1182	17-30-124-032-0000	38,033	
1183	17-30-124-033-0000	38,033	
1184	17-30-124-034-0000	38,033	
1185	17-30-124-035-0000	26,085	
1186	17-30-124-036-0000	146,542	
1187	17-30-124-037-0000	28,564	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1188	17-30-124-038-0000	15,071	
1189	17-30-124-039-0000	15,363	
1190	17-30-124-040-0000	21,614	
1191	17-30-124-041-0000	60,329	
1192	17-30-125-001-0000	419,297	
1193	17-30-126-001-0000	129,808	
1194	17-30-126-003-0000	198,882	
1195	17-30-126-004-0000	16,450	
1196	17-30-202-021-0000	48,310	
1197	17-30-202-022-0000	19,019	
1198	17-30-202-023-0000	18,569	
1199	17-30-202-024-0000	22,365	
1200	17-30-202-025-0000	2,903	
1201	17-30-202-026-0000	25,730	
1202	17-30-202-027-0000	2,903	
1203	17-30-202-028-0000	2,903	
1204	17-30-202-029-0000	2,903	
1205	17-30-202-030-0000	13,870	
1206	17-30-202-031-0000	20,155	
1207	17-30-202-032-0000	18,533	
1208	17-30-202-033-0000	2,903	
1209	17-30-202-034-0000	19,725	
1210	17-30-202-037-0000	2,903	
1211	17-30-202-038-0000	2,903	
1212	17-30-202-039-0000	21,947	
1213	17-30-202-040-0000	20,624	
1214	17-30-202-041-0000	23,365	
1215	17-30-202-042-0000	2,903	
1216	17-30-202-043-0000	2,903	
1217	17-30-202-044-0000	-	EX
1218	17-30-202-045-0000	19,938	
1219	17-30-202-046-0000	33,461	
1220	17-30-202-047-0000	5,805	
1221	17-30-203-001-0000	3,871	
1222	17-30-203-002-0000	15,185	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1223	17-30-203-003-0000	16,011	
1224	17-30-203-004-0000	33,429	
1225	17-30-203-005-0000	10,616	
1226	17-30-203-006-0000	65,842	
1227	17-30-203-007-0000	23,873	
1228	17-30-203-008-0000	22,535	
1229	17-30-203-009-0000	30,128	
1230	17-30-203-010-0000	3,845	
1231	17-30-203-011-0000	21,924	
1232	17-30-203-012-0000	20,650	
1233	17-30-203-013-0000	4,510	
1234	17-30-203-014-0000	7,791	
1235	17-30-203-015-0000	37,459	
1236	17-30-203-016-0000	13,760	
1237	17-30-203-017-0000	48,983	
1238	17-30-203-018-0000	56,794	
1239	17-30-203-019-0000	47,101	
1240	17-30-203-020-0000	36,149	
1241	17-30-203-021-0000	35,675	
1242	17-30-203-022-0000	35,479	
1243	17-30-204-021-0000	-	EX
1244	17-30-204-022-0000	-	EX
1245	17-30-206-045-0000	42,619	
1246	17-30-206-046-0000	4,839	
1247	17-30-206-047-0000	17,084	
1248	17-30-206-048-0000	36,019	
1249	17-30-206-049-0000	25,037	
1250	17-30-206-054-0000	53,685	
1251	17-30-206-055-0000	48,717	
1252	17-30-206-056-0000	39,684	
1253	17-30-206-057-0000	30,875	
1254	17-30-206-058-0000	30,875	
1255	17-30-206-059-0000	78,886	
1256	17-30-206-060-0000	41,097	
1257	17-30-206-061-0000	53,465	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1258	17-30-206-062-0000	53,465	
1259	17-30-206-063-0000	53,465	
1260	17-30-206-064-0000	53,465	
1261	17-30-206-065-0000	30,285	
1262	17-30-206-066-0000	116,170	
1263	17-30-206-069-0000	168,560	
1264	17-30-207-001-0000	11,806	
1265	17-30-207-002-0000	725	
1266	17-30-207-003-0000	11,456	
1267	17-30-207-004-0000	11,303	
1268	17-30-207-005-0000	18,072	
1269	17-30-207-006-0000	27,200	
1270	17-30-207-007-0000	719	
1271	17-30-207-008-0000	9,209	
1272	17-30-207-021-0000	3,731	
1273	17-30-207-022-0000	18,397	
1274	17-30-207-023-0000	2,903	
1275	17-30-207-024-0000	6,337	
1276	17-30-207-025-0000	28,749	
1277	17-30-207-026-0000	2,903	
1278	17-30-207-027-0000	52,035	
1279	17-30-207-028-0000	95,789	
1280	17-30-207-032-0000	71,019	
1281	17-30-207-033-0000	2,111	
1282	17-30-207-034-0000	21,704	
1283	17-30-207-035-0000	21,711	
1284	17-30-207-036-0000	2,111	
1285	17-30-207-037-0000	33,186	
1286	17-30-207-038-0000	20,568	
1287	17-30-207-039-0000	2,685	
1288	17-30-207-040-0000	18,563	
1289	17-30-207-041-0000	17,788	
1290	17-30-207-042-0000	19,144	
1291	17-30-207-043-0000	101,735	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1292	17-30-208-001-0000	772,916	
1293	17-30-208-002-0000	232,364	
1294	17-30-208-003-0000	323,413	
1295	17-30-208-004-0000	90,787	
1296	17-30-208-005-0000	171,148	
1297	17-30-208-006-0000	125,786	
1298	17-30-208-008-0000	53,881	
1299	17-30-208-009-0000	464,802	
1300	17-30-209-003-0000	21,616	
1301	17-30-209-007-0000	252,433	
1302	17-30-209-008-0000	45,952	
1303	17-30-209-012-0000	380,397	
1304	17-30-209-013-0000	252,752	
1305	17-30-209-014-0000	287,020	
1306	17-30-209-015-0000	535,659	
1307	17-30-209-016-0000	35,964	
1308	17-30-210-001-0000	422,415	
1309	17-30-210-009-0000	322,557	
1310	17-30-210-010-0000	196,771	
1311	17-30-210-012-0000	-	EX
1312	17-30-210-017-0000	160,704	
1313	17-30-210-018-0000	-	RR
1314	17-30-210-019-0000	18,264	
1315	17-30-210-020-0000	-	EX
1316	17-30-210-027-0000	2,156,524	
1317	17-30-210-032-0000	461,914	
1318	17-30-210-033-0000	-	EX
1319	17-30-210-034-0000	520,427	
1320	17-30-210-035-0000	295,893	
1321	17-30-210-037-0000	-	EX
1322	17-30-210-039-0000	68,945	
1323	17-30-210-041-0000	-	RR
1324	17-30-210-044-0000	46,565	
1325	17-30-210-045-0000	26,795	
1326	17-30-210-046-0000	308,321	

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Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1327	17-30-210-047-0000	231,751	
1328	17-30-210-049-0000	19,419	
1329	17-30-210-050-0000	8,241	
1330	17-30-210-052-0000	273,914	
1331	17-30-210-056-0000	434,318	
1332	17-30-210-057-0000	173,750	
1333	17-30-210-058-0000	1,383,827	
1334	17-30-210-059-0000	681,304	
1335	17-30-210-060-0000	414,084	
1336	17-30-210-061-0000	-	RR
1337	17-30-210-062-0000	28,749	
1338	17-30-300-002-0000	-	RR
1339	17-30-300-003-0000	-	EX
1340	17-30-300-007-0000	554,405	
1341	17-30-300-011-0000	682,666	
1342	17-30-300-012-0000	185,834	
1343	17-30-300-013-0000	1,934,903	
1344	17-30-300-019-0000	1,276,644	
1345	17-30-300-021-0000	39,497	
1346	17-30-300-022-0000	784,757	
1347	17-30-300-024-0000	80,807	
1348	17-30-300-025-0000	419,239	
1349	17-30-300-027-0000	575,580	
1350	17-30-300-029-0000	700,064	
1351	17-30-300-030-0000	2,670	
1352	17-30-300-032-0000	5,095	
1353	17-30-300-035-0000	632,339	
1354	17-30-300-036-0000	1,361,611	
1355	17-30-300-037-0000	162,761	
1356	17-30-300-038-0000	18,599	
1357	17-30-300-039-0000	1,597	
1358	17-30-300-041-0000	33,136	
1359	17-30-300-042-0000	683,492	
1360	17-30-300-043-0000	3,129	
1361	17-30-300-045-0000	53,870	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.

(Page 40 of 43)

Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1362	17-30-300-047-0000	-	EX
1363	17-30-300-048-0000	-	RR
1364	17-30-300-049-0000	-	RR
1365	17-30-300-050-0000	-	EX
1366	17-30-300-052-0000	-	EX
1367	17-30-300-053-0000	373,146	
1368	17-30-300-054-0000	-	EX
1369	17-30-300-055-0000	-	RR
1370	17-30-300-056-0000	13,577	
1371	17-30-300-057-0000	17,470	
1372	17-30-301-002-0000	-	EX
1373	17-30-301-004-0000	-	RR
1374	17-30-301-005-0000	-	RR
1375	17-30-301-006-0000	-	RR
1376	17-30-301-009-0000	3,419	
1377	17-30-301-011-0000	26,548	
1378	17-30-301-013-8001	-	EX
1379	17-30-301-013-8002	21,134	
1380	17-30-301-014-8001	-	EX
1381	17-30-301-014-8002	8,757	
1382	17-30-301-015-8001	-	EX
1383	17-30-301-015-8002	4	
1384	17-30-301-016-8001	-	EX
1385	17-30-301-016-8002	71,387	
1386	17-30-302-006-0000	154,189	
1387	17-30-302-018-0000	160,579	
1388	17-30-302-025-0000	613,534	
1389	17-30-302-026-0000	162,109	
1390	17-30-302-027-0000	42,365	
1391	17-30-302-028-0000	42,952	
1392	17-30-302-029-0000	79,742	
1393	17-30-302-030-0000	62,789	
1394	17-30-302-031-0000	221,186	
1395	17-30-302-032-0000	58,636	
1396	17-30-302-033-0000	74,158	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.
(Page 41 of 43)

Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1397	17-30-400-003-0000	111,120	
1398	17-30-400-007-0000	-	EX
1399	17-30-400-008-0000	-	RR
1400	17-30-400-009-0000	-	RR
1401	17-30-400-010-8001	-	EX
1402	17-30-400-010-8002	125	
1403	17-30-400-010-8003	113,438	
1404	17-30-401-004-0000	-	RR
1405	17-30-401-005-0000	-	RR
1406	17-30-401-007-6001	-	RR
1407	17-30-401-008-0000	-	EX
1408	17-30-401-010-0000	-	EX
1409	17-30-401-011-0000	-	RR
1410	17-30-401-012-0000	-	EX
1411	17-30-401-013-0000	-	EX
1412	17-30-401-014-0000	-	RR
1413	17-30-500-001-0000	-	RR
1414	17-30-500-002-0000	-	RR
1415	17-30-500-003-0000	-	RR
1416	17-30-500-004-0000	-	RR
1417	17-30-500-005-0000	-	RR
1418	17-30-500-006-0000	-	RR
1419	17-30-502-001-0000	-	RR
1420	17-31-100-001-0000	-	RR
1421	17-31-100-002-0000	-	RR
1422	17-31-100-003-0000	-	RR
1423	17-31-100-004-0000	-	RR
1424	17-31-100-006-0000	213,905	
1425	17-31-100-007-0000	-	EX
1426	17-31-101-001-0000	298,051	
1427	17-31-101-006-0000	316,700	
1428	17-31-101-007-0000	18,935	
1429	17-31-101-008-0000	4,497	
1430	17-31-101-009-0000	11,839	
1431	17-31-101-010-0000	30,625	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.

(Page 42 of 43)

Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1432	17-31-101-011-0000	24	
1433	17-31-101-012-0000	62,866	
1434	17-31-101-013-0000	3,679	
1435	17-31-101-014-0000	318,574	
1436	17-31-101-015-0000	-	EX
1437	17-31-101-016-0000	48,353	
1438	17-31-102-007-0000	-	EX
1439	17-31-102-011-0000	-	EX
1440	17-31-102-014-0000	10,014	
1441	17-31-102-015-0000	-	EX
1442	17-31-102-016-0000	612,436	
1443	17-31-102-017-0000	23,957	
1444	17-31-102-018-0000	-	EX
1445	17-31-108-028-0000	268,532	
1446	17-31-200-040-0000	191,321	
1447	17-31-201-019-0000	-	EX
1448	17-31-201-020-0000	212,532	
1449	17-31-202-015-0000	-	EX
1450	17-31-202-016-0000	-	EX
1451	17-31-202-021-0000	-	EX
1452	17-31-202-022-0000	-	EX
1453	17-31-202-023-0000	-	EX
1454	17-31-203-003-0000	4,099	
1455	17-31-203-004-0000	4,099	
1456	17-31-203-005-0000	4,099	
1457	17-31-203-006-0000	3,978	
1458	17-31-203-007-0000	3,978	
1459	17-31-203-008-0000	5,930	
1460	17-31-203-009-0000	5,930	
1461	17-31-203-010-0000	32,923	
1462	17-31-203-011-0000	32,732	
1463	17-31-203-012-0000	131,854	
1464	17-31-203-013-0000	130,838	
1465	17-31-203-014-0000	5,203	
1466	17-31-203-015-0000	4,080	

(Sub)Exhibit III.

(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

1996 Equalized Assessed Valuation By Tax Parcel.

Pilsen Redevelopment Project Area.
(Page 43 of 43)

Count	PIN	Est. 1996 EAV	Rail Road or Exempt
1467	17-31-203-016-0000	4,125	
1468	17-31-203-017-0000	4,695	
1469	17-31-203-018-0000	4,695	
1470	17-31-203-019-0000	4,695	
1471	17-31-203-020-0000	4,695	
1472	17-31-203-021-0000	4,889	
1473	17-31-203-022-0000	33,530	
1474	17-31-203-024-0000	8,043	
1475	17-31-203-025-0000	861,457	
1476	17-31-204-043-0000	-	EX
1477	17-31-204-045-0000	15,154	
1478	17-31-207-029-0000	78,731	
1479	17-31-207-030-0000	324,851	
1480	17-31-207-034-0000	43,241	
1481	17-31-207-036-0000	45,803	
1482	17-31-207-037-0000	60,618	
1483	17-31-207-038-0000	9,700	
1484	17-31-207-039-0000	22,395	
1485	17-31-208-008-0000	2,046	
1486	17-31-208-009-0000	67,817	
1487	17-31-208-012-0000	20,211	
1488	17-31-208-013-0000	132,824	
1489	17-31-208-015-0000	69,276	
1490	17-31-208-016-0000	12,082	
1491	17-31-208-017-0000	13,433	
1492	17-31-210-021-0000	193,634	
1493	17-31-210-022-0000	15,479	
1494	17-31-210-023-0000	86,399	
1495	17-31-500-001-0000	-	RR
1496	17-31-501-001-0000	-	RR
1497	17-31-502-002-0000	-	RR
Total Estimated 1996 EAV		114,441,698	

Figure 1.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

Boundary Map.

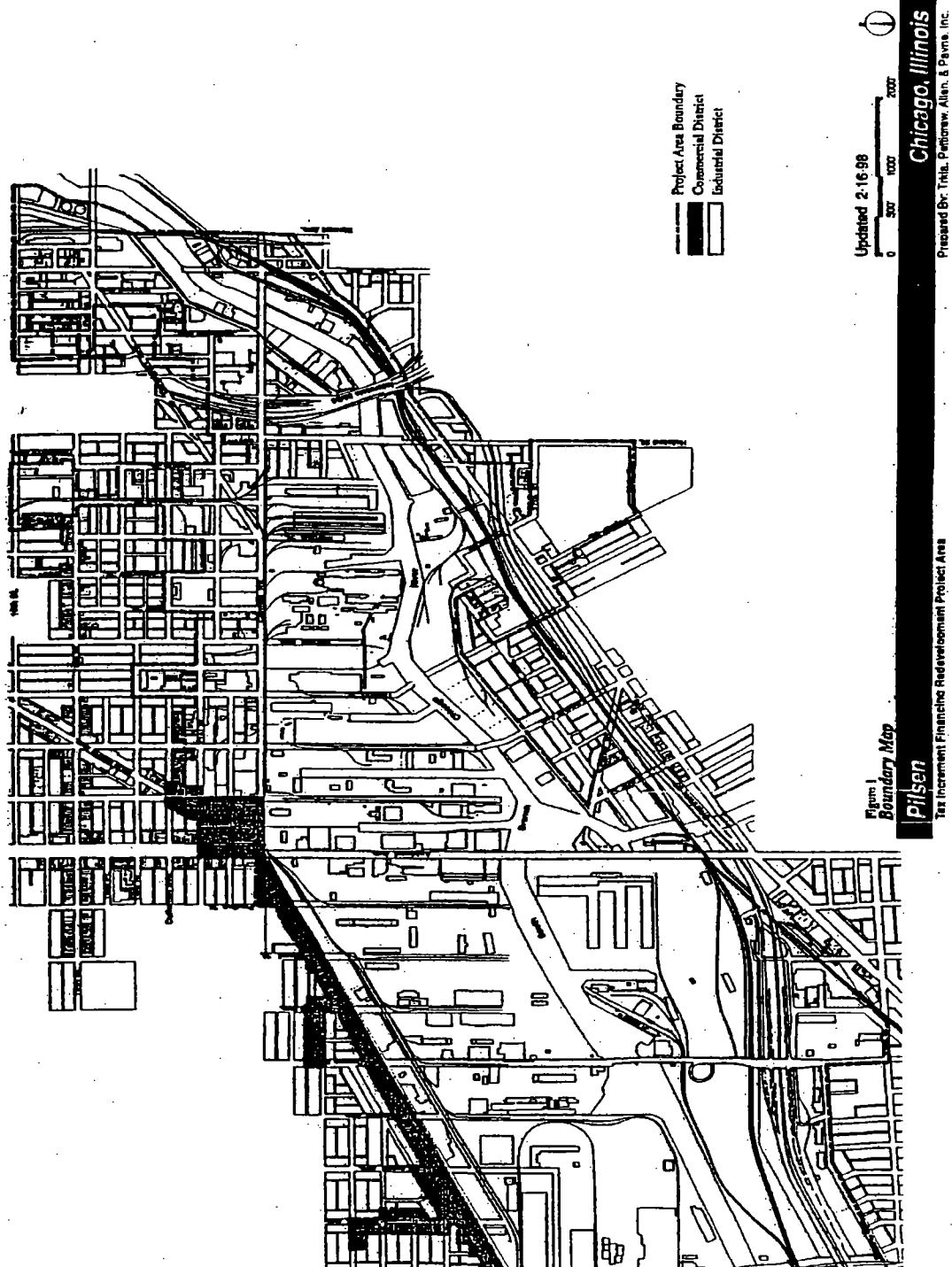


Figure 2.
 (To Amendment Number 2 To Pilsen Tax Increment
 Financing Redevelopment Project And Plan)

Land-Use Plan.

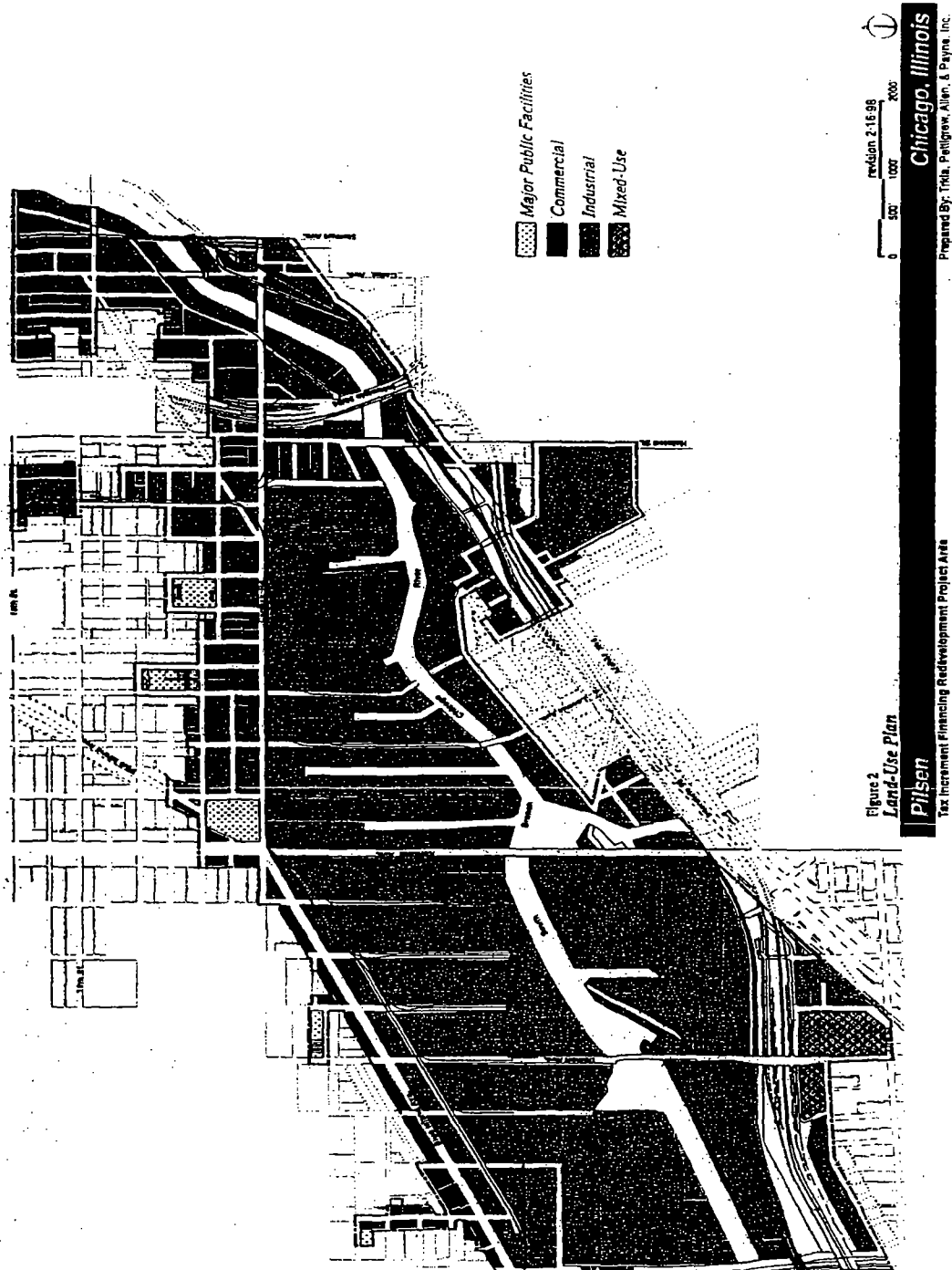


Figure 3.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

Planning Subareas.

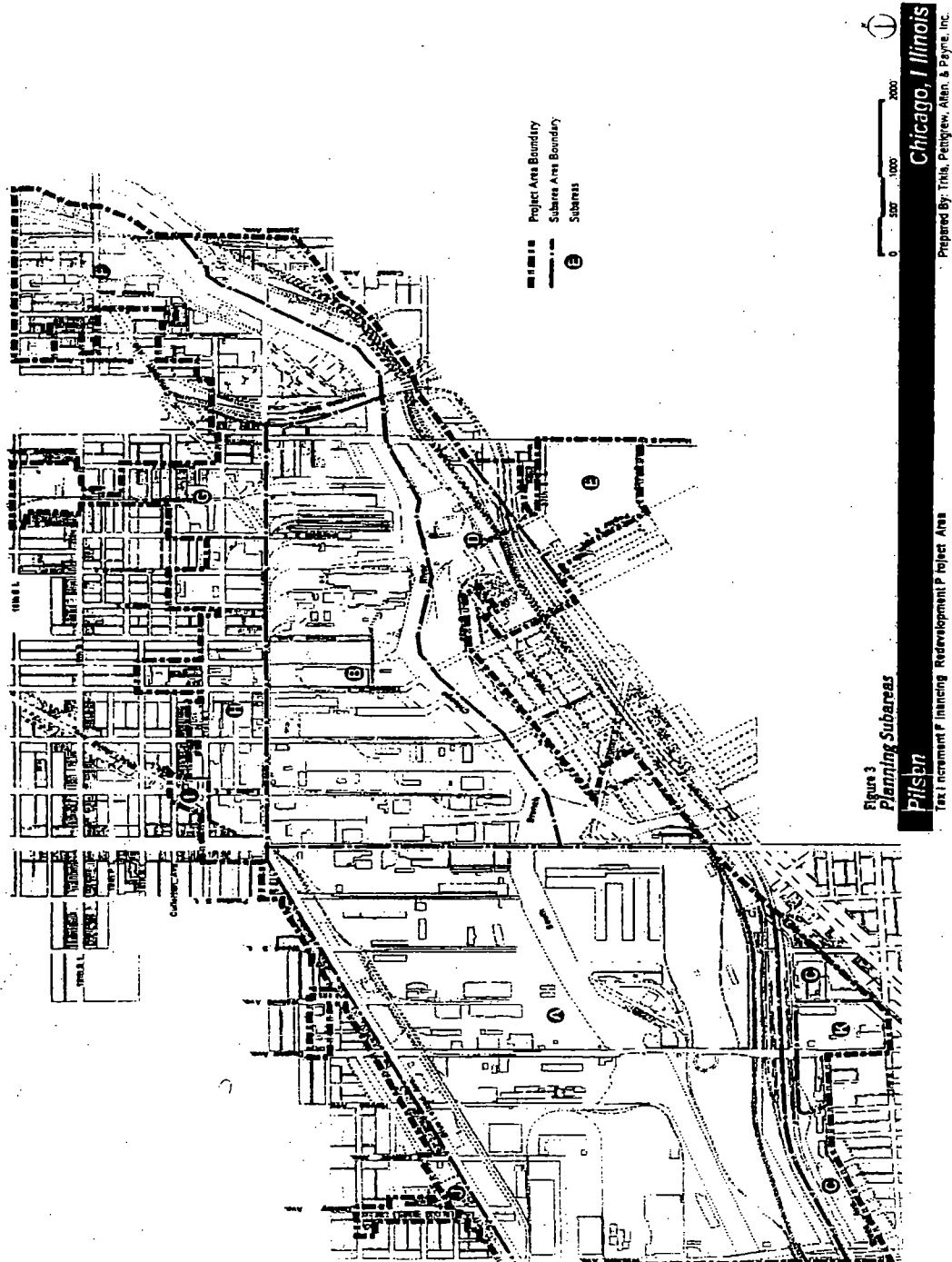


Figure 4.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

Land Aquisition Overview.

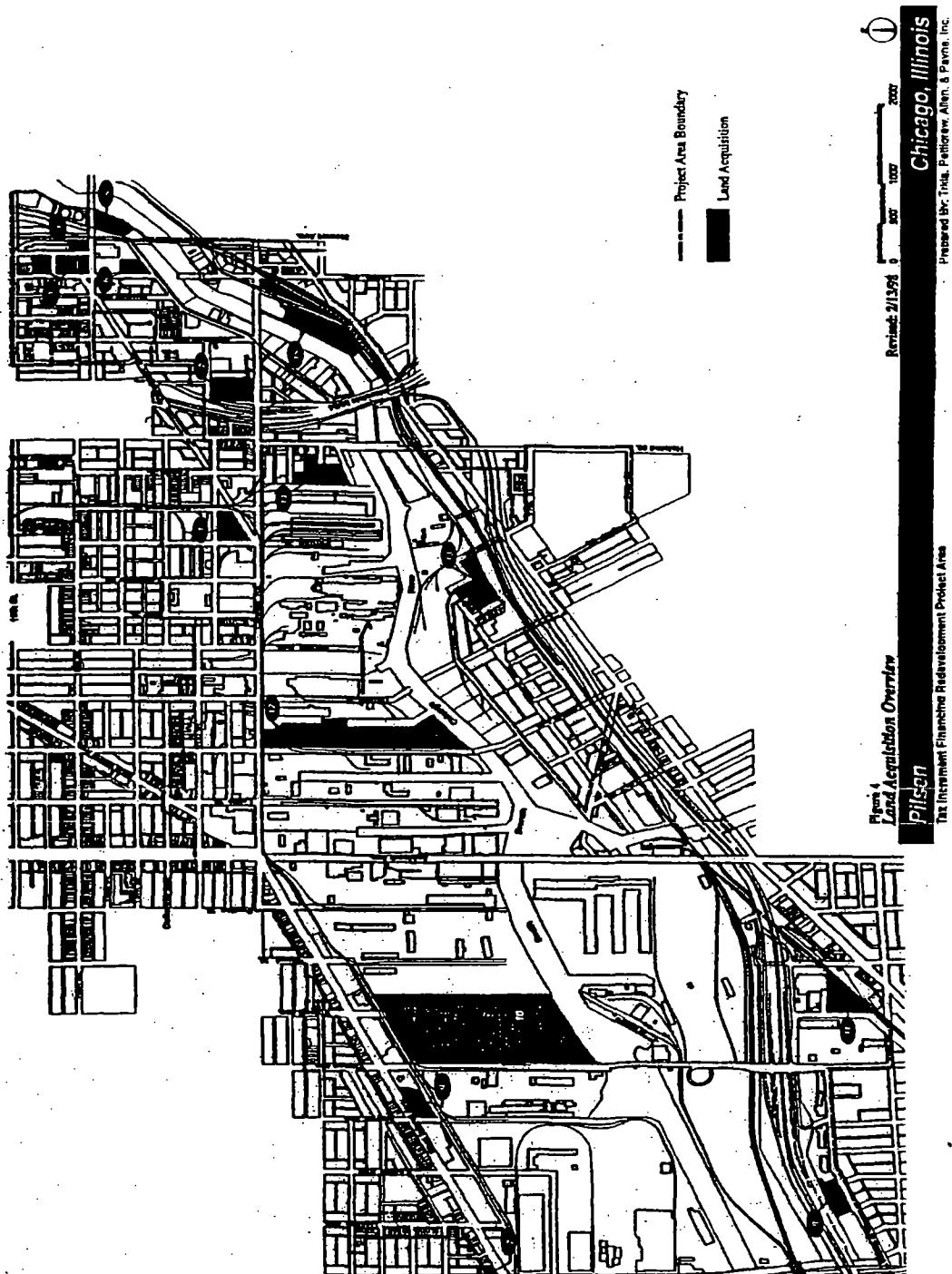
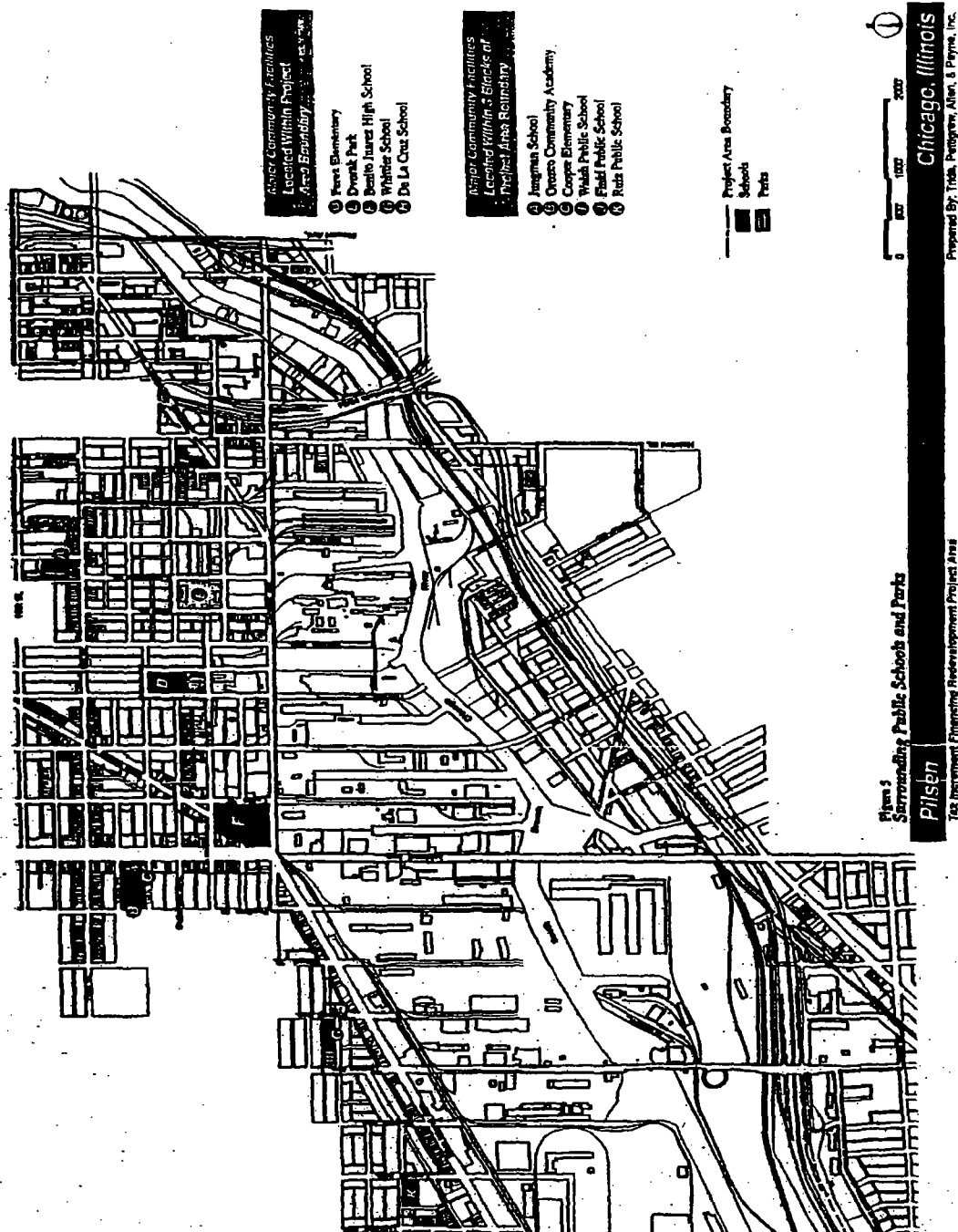


Figure 5.
 (To Amendment Number 2 To Pilsen Tax Increment
 Financing Redevelopment Project And Plan)

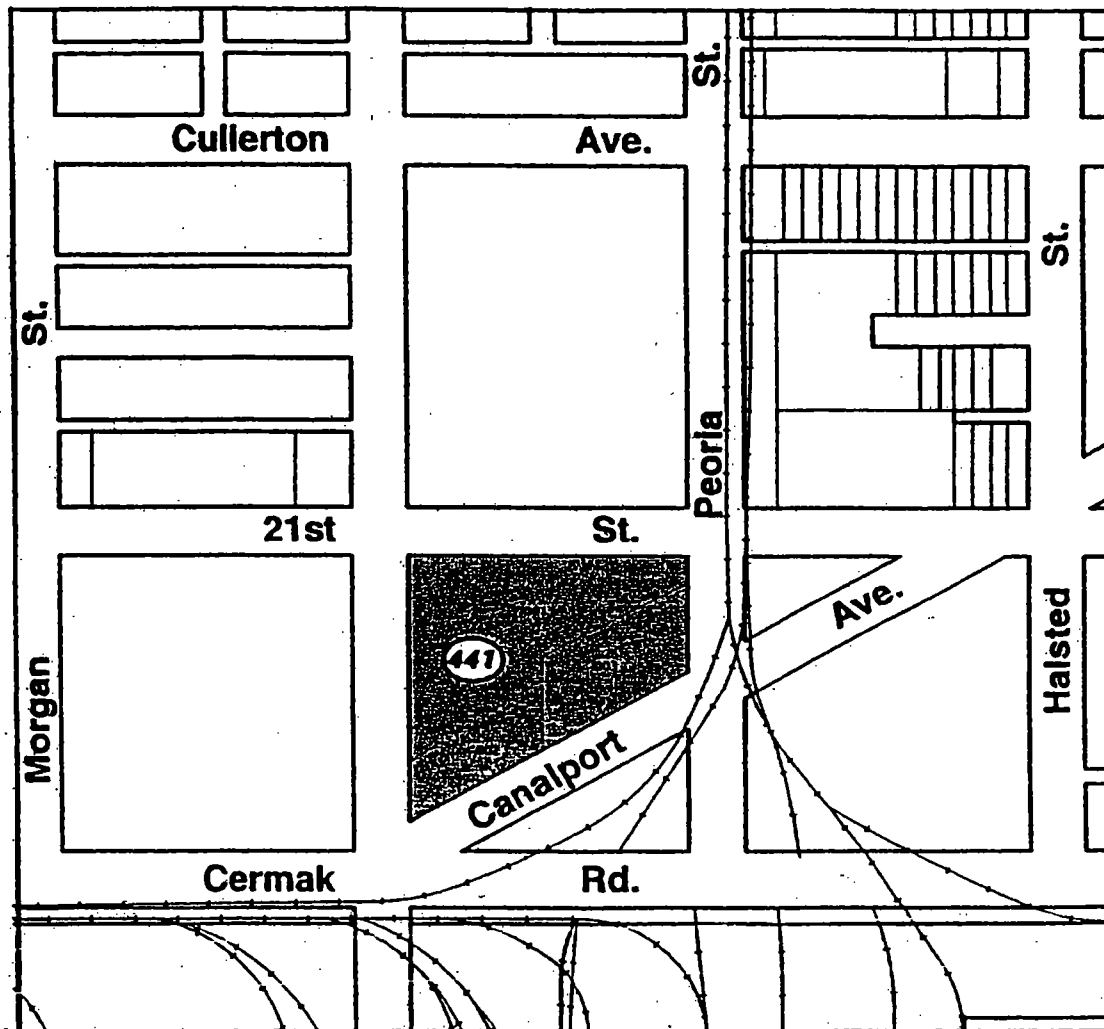
Surrounding Public Schools And Parks.



(Sub)Exhibit IV
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

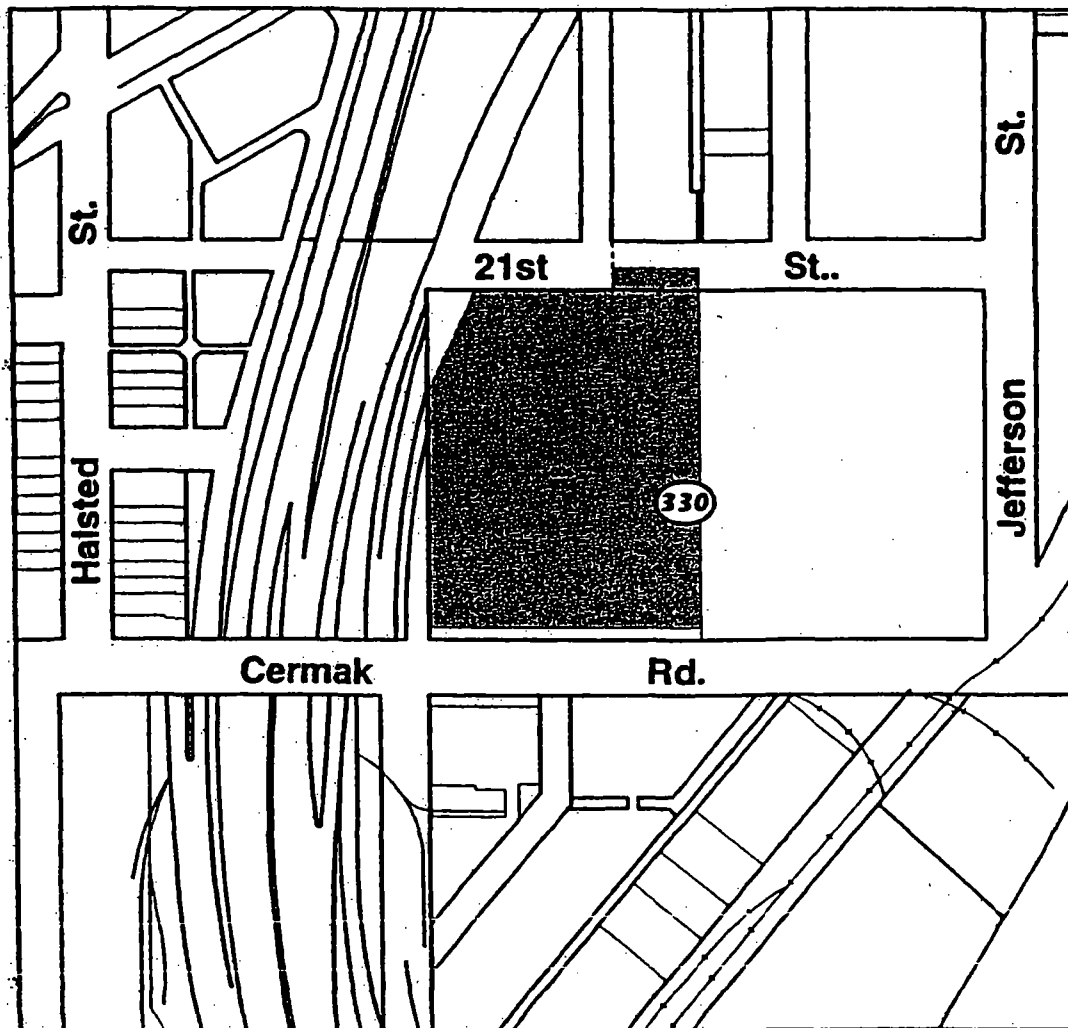
Figure 4A – Site 1.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

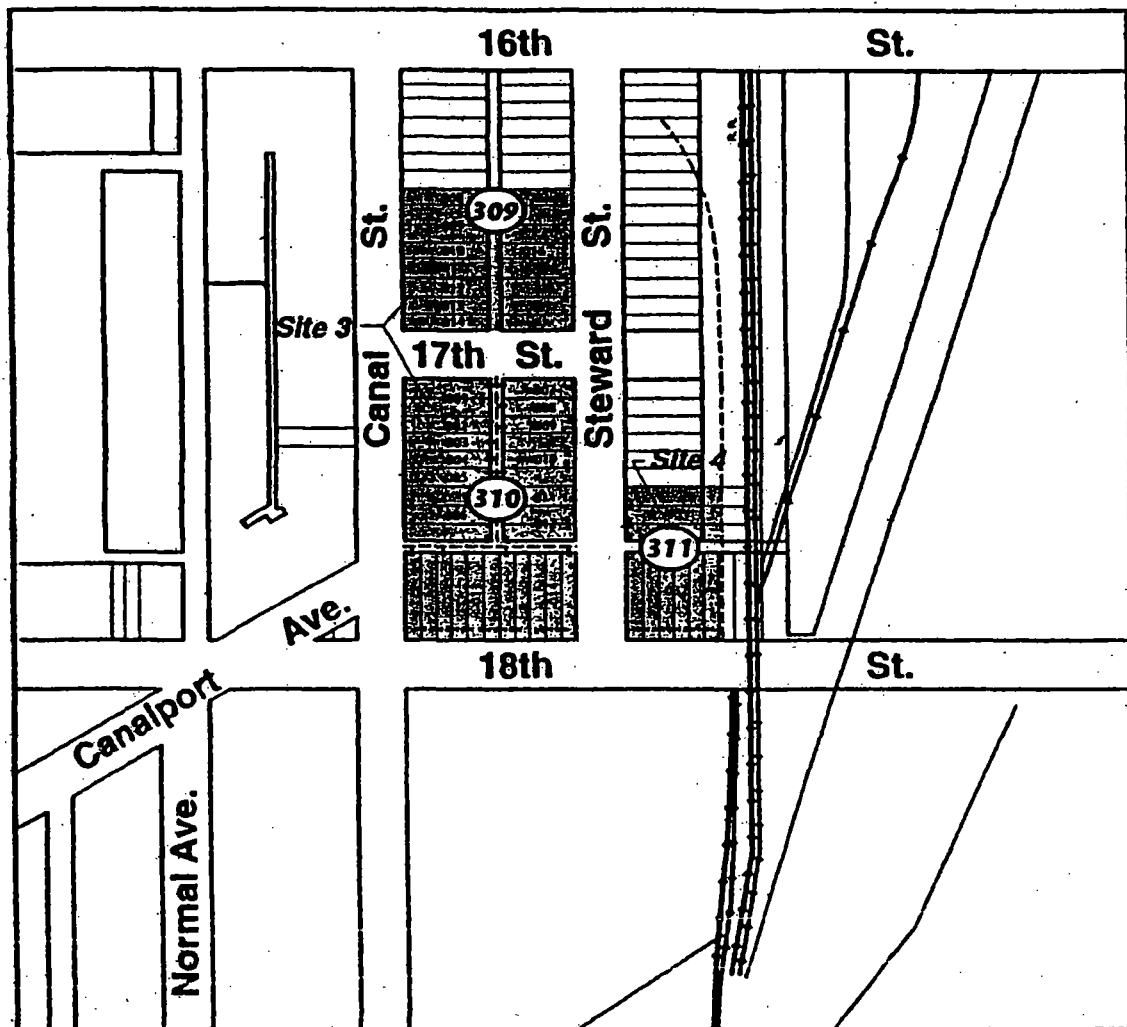
Figure 4B – Site 2.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

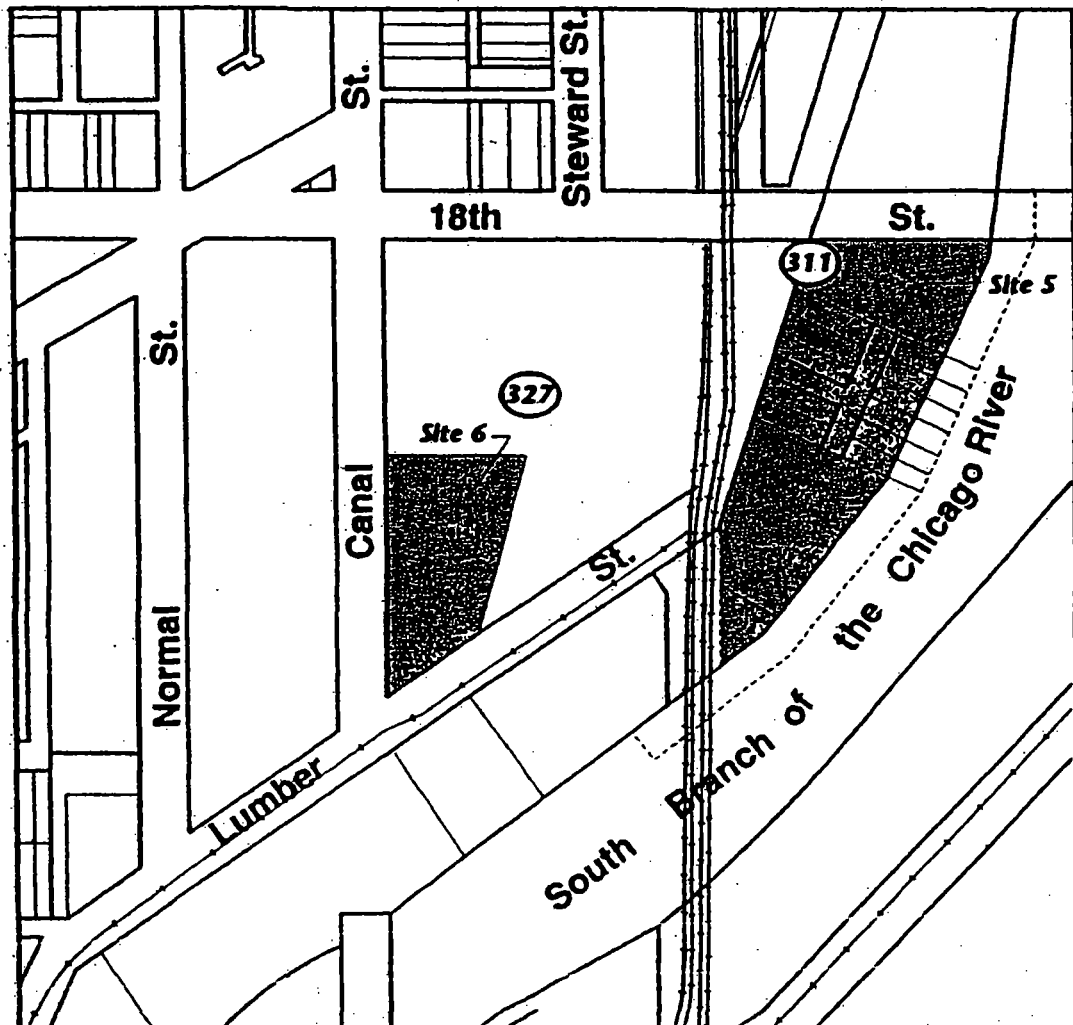
Figure 4C-- Sites 3 And 4.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

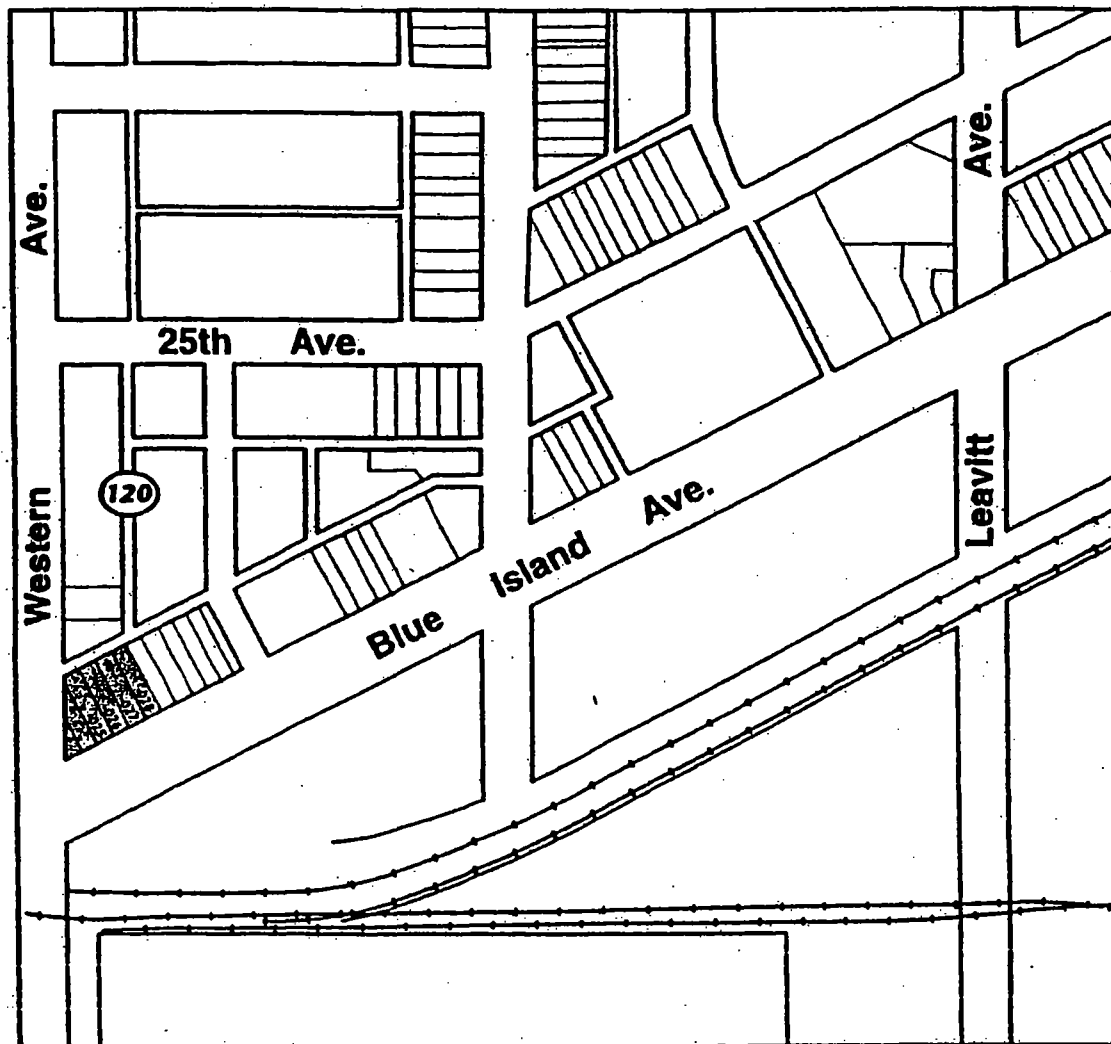
Figure 4D -- Site 5 And 6.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

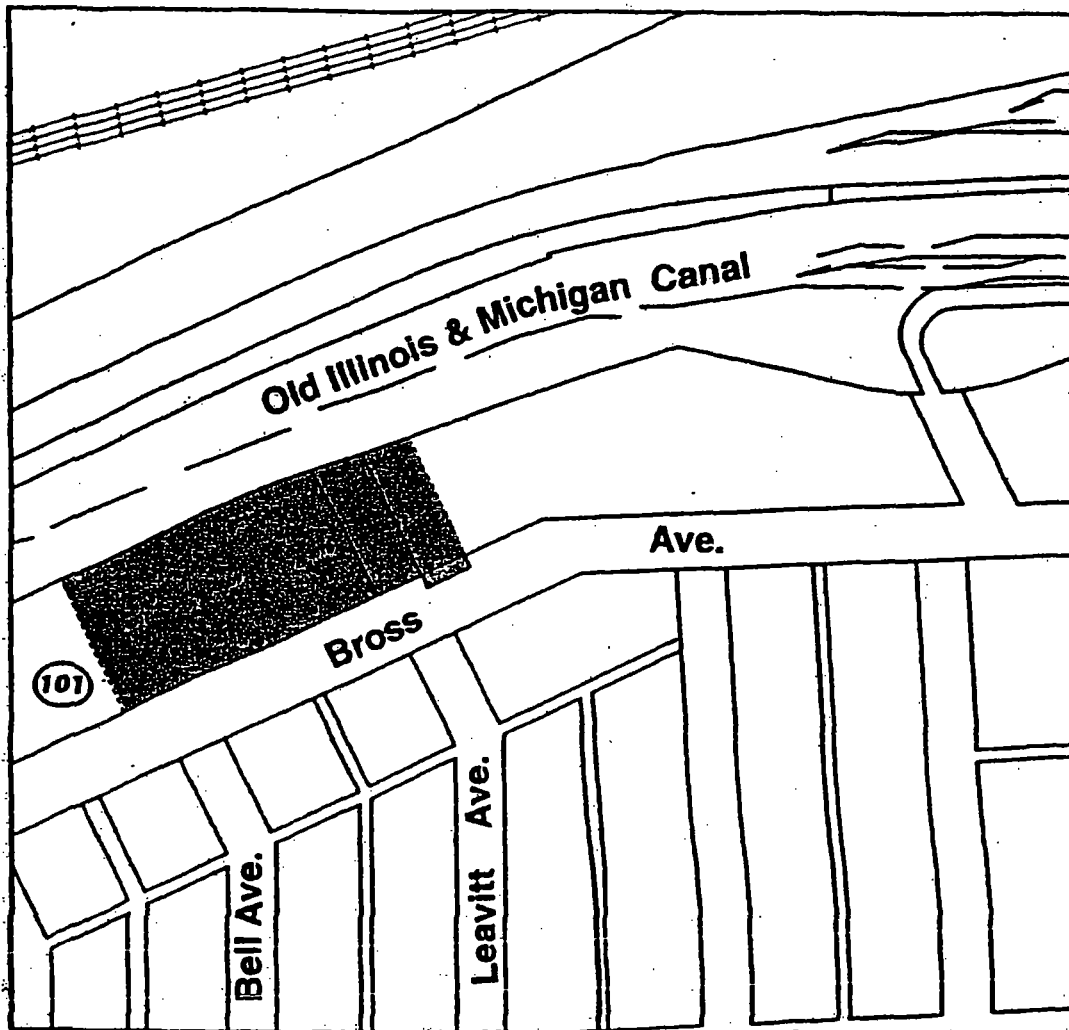
Figure 4E -- Site 7.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

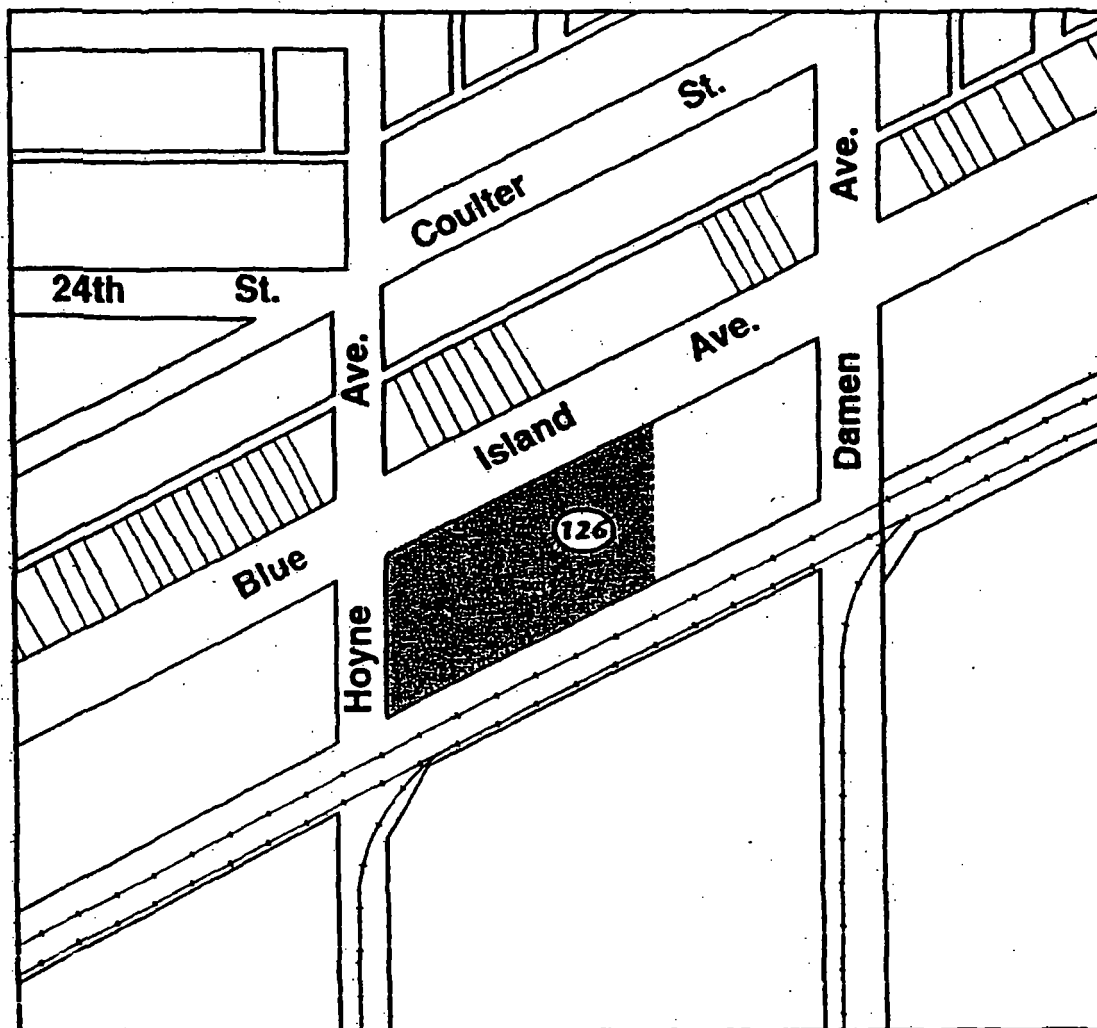
Figure 4F – Site 8.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

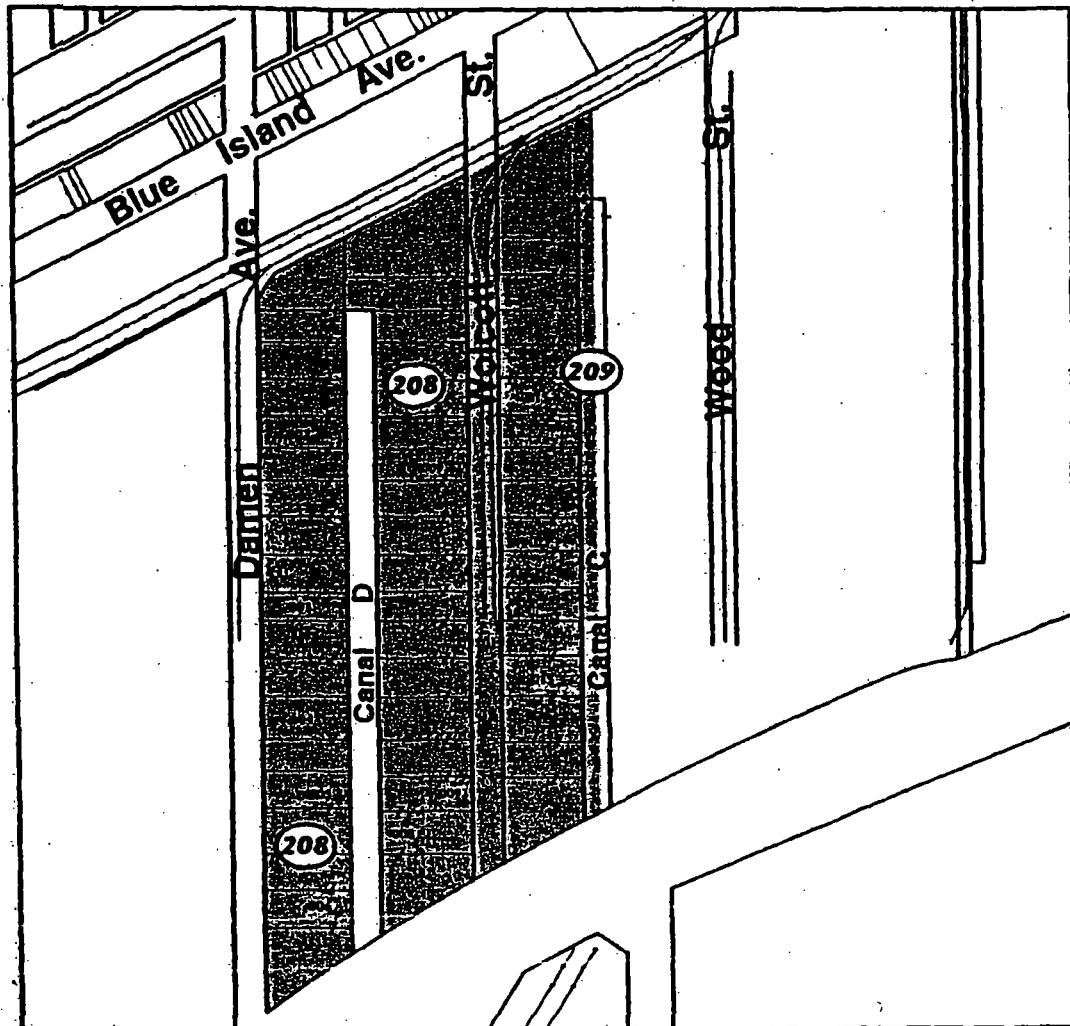
Figure 4G – Site 9.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

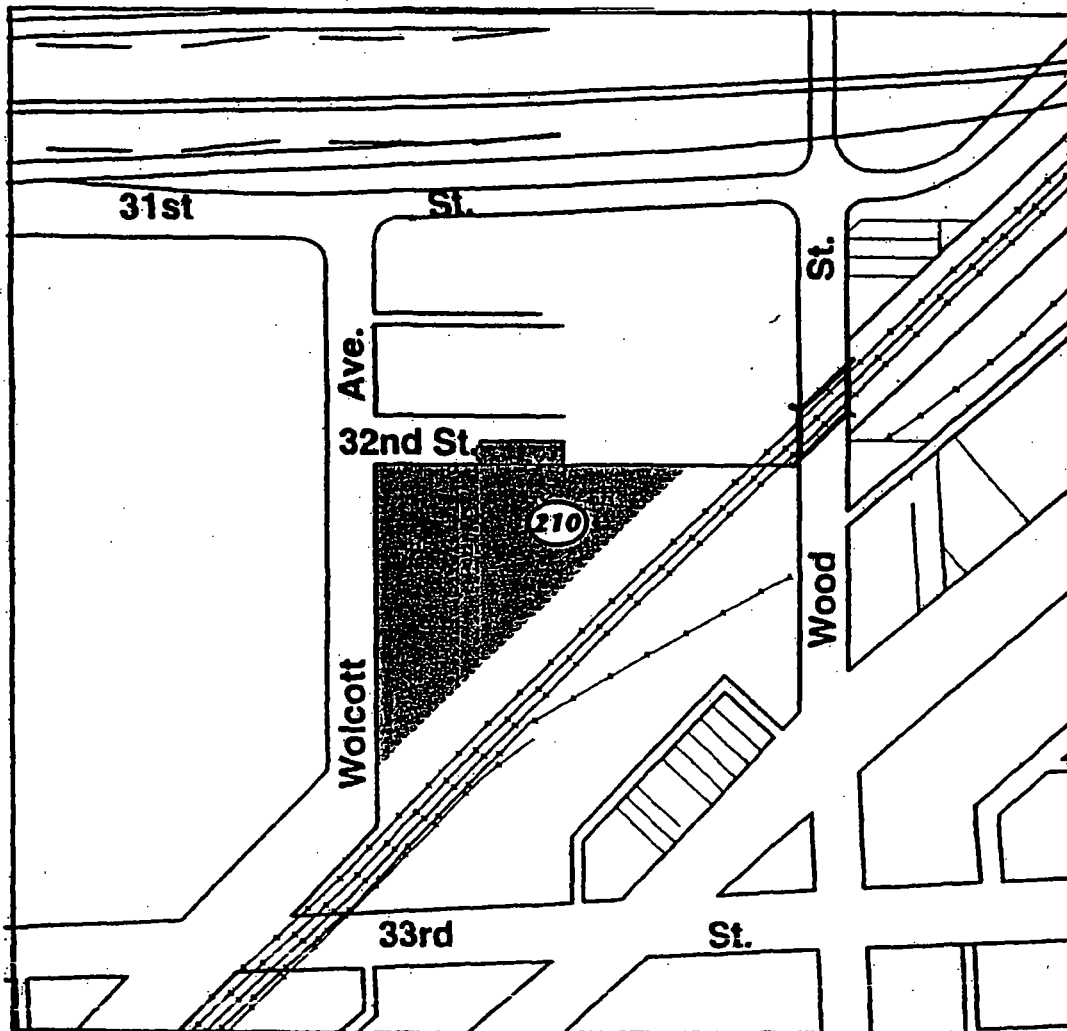
Figure 4H – Site 10.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

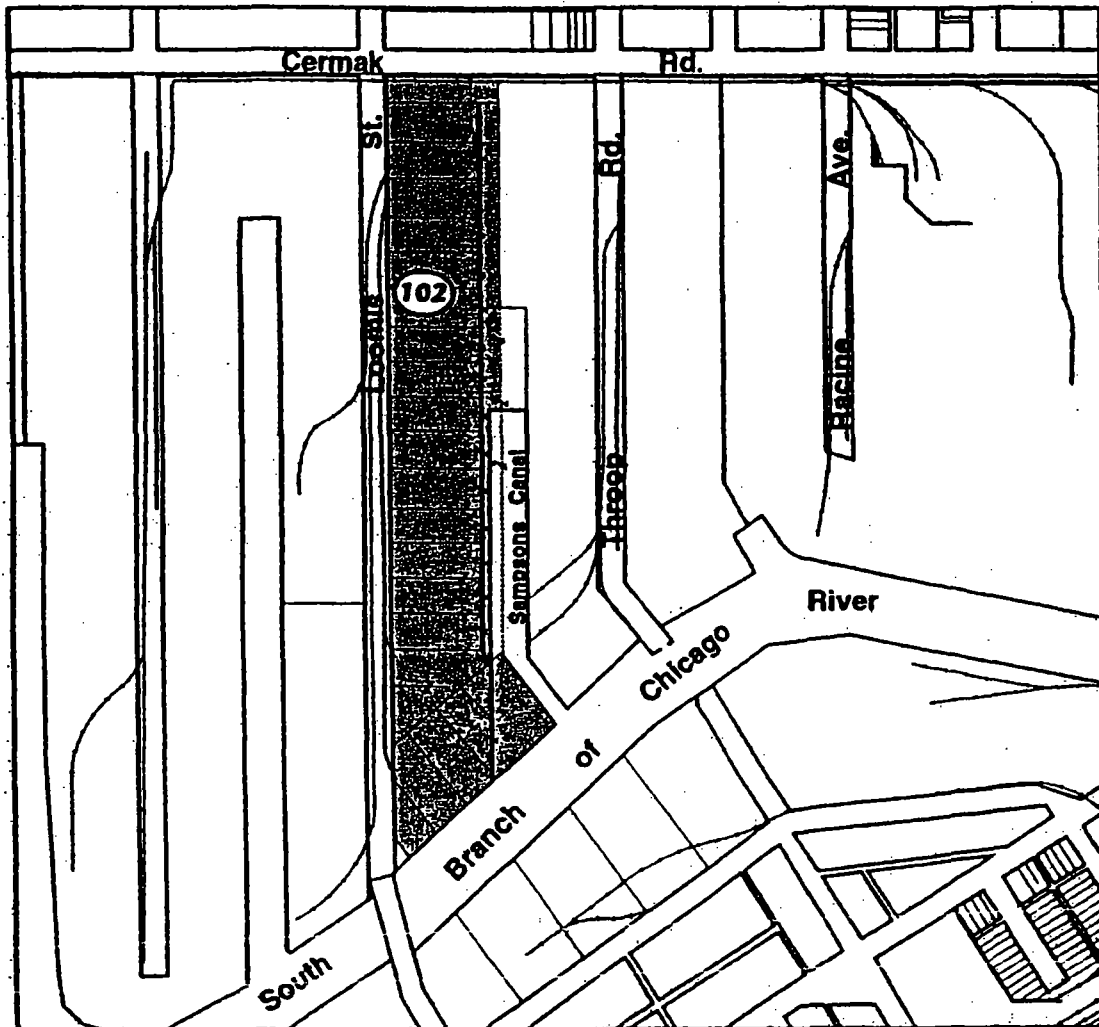
Figure 4I – Site 11.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

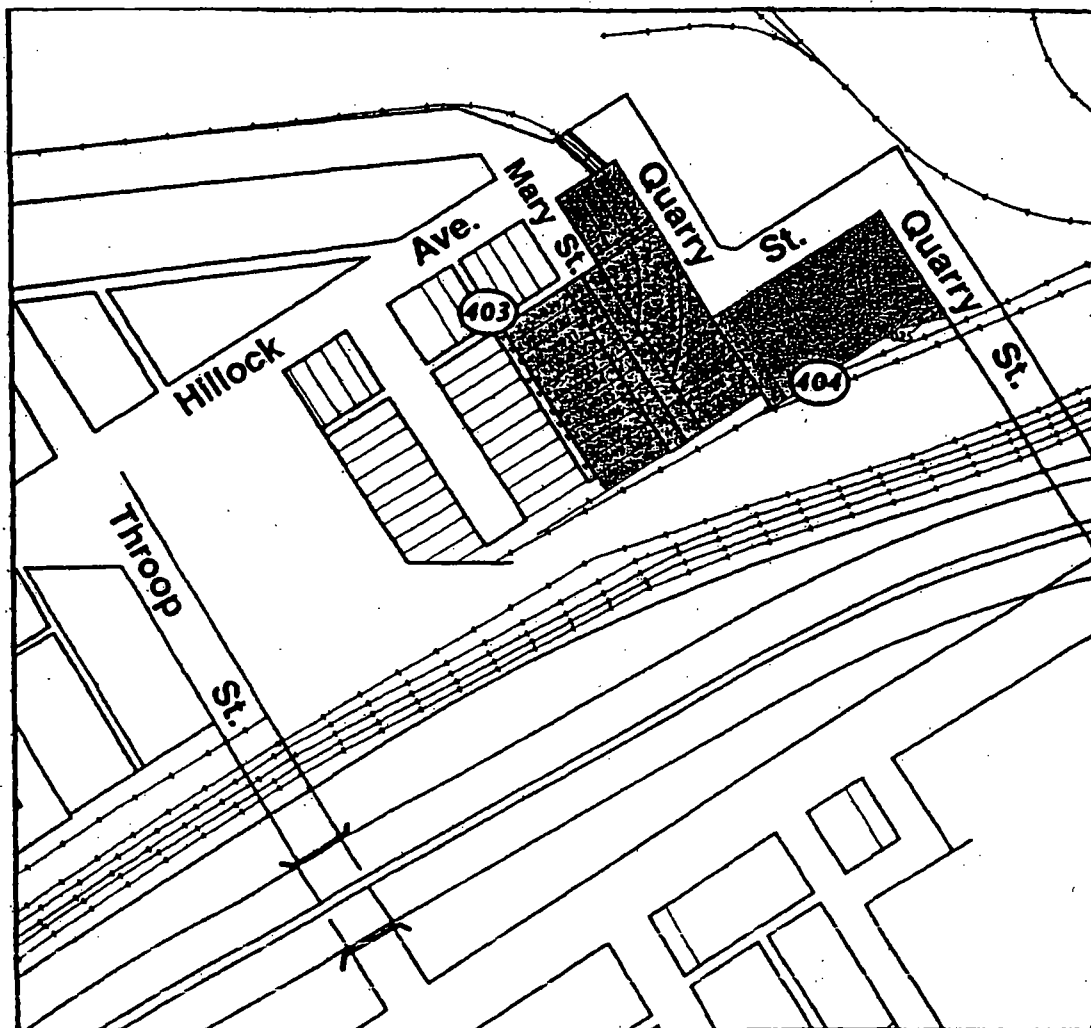
Figure 4J – Site 12.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

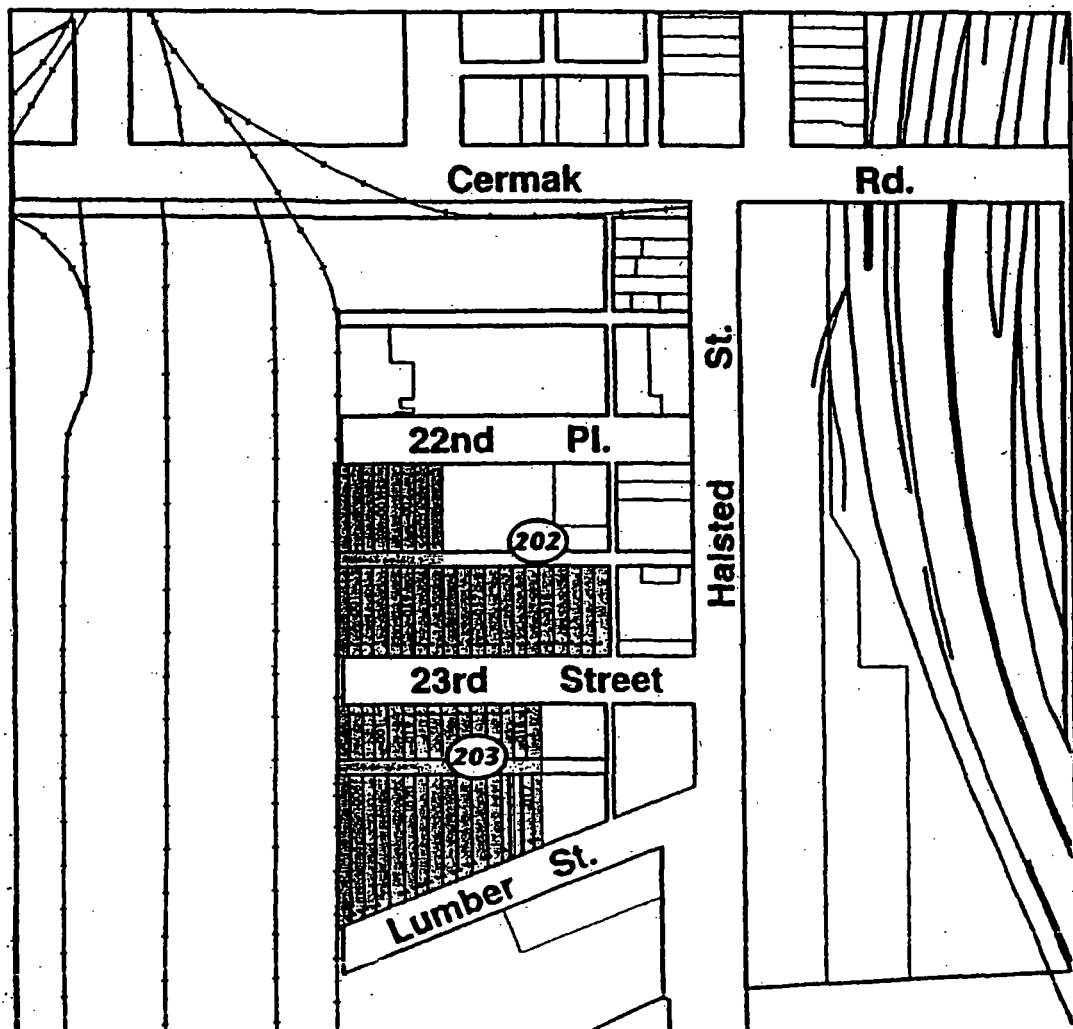
Figure 4K – Site 13.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

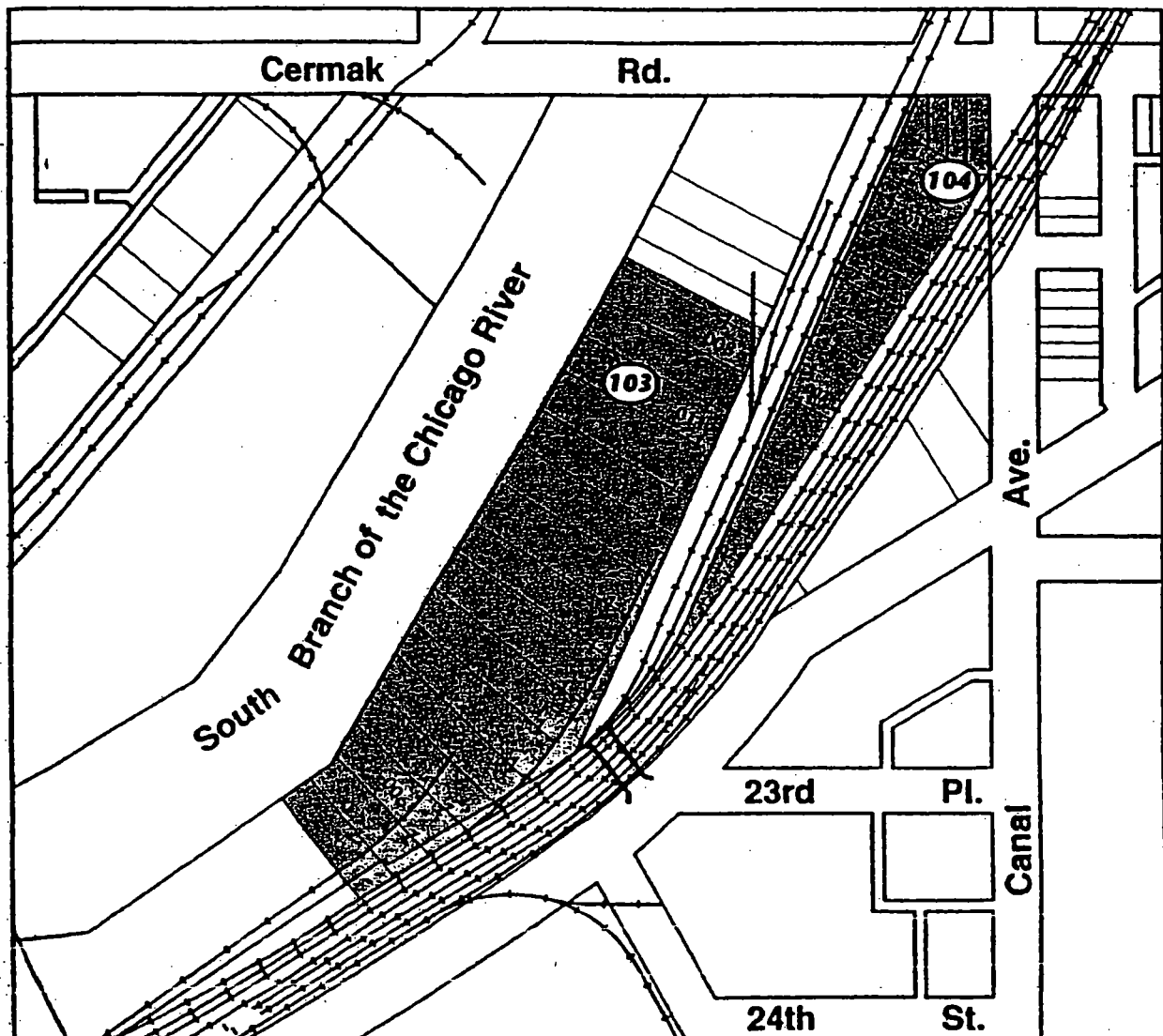
Figure 4L – Site 14.



(Sub)Exhibit IV.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*Land Acquisition By Block And Parcel
Identification Number.*

Figure 4M - Site 15.



(Sub)Exhibit V.
(To Amendment Number 2 To Pilsen Tax Increment
Financing Redevelopment Project And Plan)

*The Pilsen Project Area Tax Increment
Financing Eligibility Study.*

Executive Summary.

The purpose of this study is to determine whether the Pilsen Redevelopment Project Area (the "Project Area") qualifies for designation as a "conservation area" or a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1, et. seq., as amended.

The findings presented in this study are based on surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc. ("T.P.A.P.") and Andrew Heard and Associates, Ltd. and for the Project Area of approximately nine hundred seven (907) acres located one (1) mile southwest of the central business district of Chicago, Illinois.

T.P.A.P. has prepared this report with the understanding that the City would rely on (i) the findings and conclusions of this report in proceeding with the designation of the Project Area as a redevelopment project area under the Act, and (ii) the fact that T.P.A.P. has obtained the necessary information to conclude that the Project Area can be designated as a redevelopment project area in compliance with the Act.

The total Project Area consists of an area of one hundred one (101) full and partial blocks. The area includes Pilsen's Industrial Corridor and the commercial areas along Ashland Avenue, Blue Island Avenue and Oakley Avenue. The total Project Area is generally bounded by Cullerton Avenue (between Ashland Avenue and Morgan Street) and 16th Street (between Morgan Street and Stewart Avenue) on the north, Stewart Avenue and the Chicago River on the east, the Stevenson Expressway and 33rd Street on the south. The western boundary is Western Avenue between Bross Avenue and Blue Island Avenue, Blue Island Avenue between Western Avenue and Cermak Road, and Ashland Avenue between Cermak Road and 21st Street.

The boundaries of the Project Area are shown in Figure 1, Boundary Map. A more detailed description of the Project Area is presented in Section II, The Pilsen Avenue Project Area.

As set forth in the Act, a "redevelopment project area" means an area designated by the municipality which is not less in the aggregate than one and one-half (1½) acres, and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted and conservation areas. The Project Area exceeds the minimum acreage requirements of the Act.

As set forth in the Act, "conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area but because of a combination of three (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; or lack of community planning -- is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area.

As set forth in the Act, "blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of five (5) or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; 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; or lack of community planning, is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired by: (1) a combination of two (2) or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards, rail tracks or railroad rights-of way, or (5) the area, prior to the area's designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one (1) or more improvements in or in proximity to the area which improvements have been in existence for at least five (5) years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or

similar material, which were removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than fifty (50) or more than one hundred (100) acres and seventy-five percent (75%) of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five (5) years prior to the designation of the redevelopment project area, and which area meets at least one (1) of the factors itemized in provision (1) of the subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

While it may be concluded that the mere presence of the minimum number of the stated factors may be sufficient to make a finding of conservation or blight, this evaluation was made on the basis that the conservation or blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of conservation or blighting factors throughout the study area must be reasonable so that basically good areas are not arbitrarily found to be conservation areas or blighted simply because of proximity to areas which are blighted.

On the basis of this approach, the Project Area is found to be eligible both as a blighted area and as a conservation area within the definitions set forth in the Act. In general, the Project Area can be divided into two (2) parts: a) the "industrial district", which is determined to be a "blighted area" and is generally bounded by 16th Street on the north, Stewart Avenue and the Chicago River on the east, the Stevenson Expressway and 33rd Street on the south, and Western Avenue on the west; and b) the "commercial district", which is determined to be a "conservation area" and is located along Ashland Avenue north of Cermak Road, Blue Island Avenue between Western Avenue and Laflin Street, and along Oakley Avenue between 23rd Place and 25th Street.

Industrial District -- Blighted Area.

This portion of the Project Area includes all of the industrial areas, including mixed commercial and isolated residential properties and excludes the Ashland Avenue, Blue Island Avenue and Oakley Avenue commercial corridors. The industrial district also includes Perez Public School, located in a block adjacent to the industrial area. This entire industrial area is found to be eligible as a blighted area within the definition set forth in the Act. Specifically:

- Of the fourteen (14) blighting factors set forth in the Act for an "improved" blighted area, ten (10) are present in the industrial district of the Project Area. Nine (9) factors (age, dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies,

deleterious land-use or layout, depreciation of physical maintenance and lack of community planning) are present to a major extent and one (1) factor (excessive land coverage) is present to a limited extent.

- The factors present are reasonably distributed throughout the industrial district of the Project Area.
- All blocks within the industrial district of the Project Area show the presence of blight factors.
- The industrial district of the Project Area includes only real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements.

The Commercial District -- Conservation Area.

This portion of the Project Area includes several commercial corridors of the Pilsen Neighborhood and generally consists of the commercial frontage along Ashland Avenue, Blue Island Avenue and Oakley Avenue. The commercial district also includes a total of three (3) schools, located in blocks adjacent to the commercial corridors to include: Benito Juarez High School, Whittier Elementary, and De La Cruz Specialty School. This commercial district is found to be eligible as a conservation area within the definition set forth in the Act. Specifically:

- Ninety-one percent (91%) (one hundred fifty-two (152) buildings) of the one hundred sixty-seven (167) buildings in the commercial district of the Project Area are thirty-five (35) years in age or older.
- Of the remaining fourteen (14) factors set forth in the Act for conservation areas, nine (9) are present in the commercial district of the Project Area. Six (6) factors (obsolescence, deterioration, structures below minimum code standards, deleterious land-use or layout, depreciation of physical maintenance and lack of community planning) are present to a major extent. Three (3) factors (dilapidation, excessive vacancies, and excessive land coverage) are present to a limited extent.
- The factors present are reasonably distributed throughout the commercial district of the Project Area.
- All blocks within the commercial district of the Project Area show the presence of the conservation factors.

- The commercial district of the Project Area includes only real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements.

I.

Basis For Redevelopment.

The Illinois General Assembly made two (2) key findings in adopting the Act:

1. That there exists in many municipalities within the State blighted and conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

These findings were made on the basis that the presence of blight or conditions which lead to blight are detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements which must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that a prospective redevelopment project qualifies either as a "blighted area" or as a "conservation area" within the definitions for each set forth in the Act (in Section 11-74.4-3). These definitions are described below.

Eligibility Of A Blighted Area.

A blighted area may be either improved or vacant. If the area is improved (e.g., with industrial, commercial and residential buildings or improvements), a finding may be made that the area is blighted because of the presence of a combination of five (5) or more of the following fourteen (14) factors:

- Age.
- Dilapidation.

- Obsolescence.
- Deterioration.
- Illegal use of individual structures.
- Presence of structures below minimum code standards.
- Excessive vacancies.
- Overcrowding of structures and community facilities.
- Lack of ventilation, light or sanitary facilities.
- Inadequate utilities.
- Excessive land coverage.
- Deleterious land-use or lay-out.
- Depreciation of physical maintenance.
- Lack of community planning.

If the area is vacant, it may be found to be eligible as a blighted area based on the finding that the sound growth of the taxing districts is impaired by one of the following criteria:

- A combination of two (2) or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
- The area immediately prior to becoming vacant qualified as a blighted improved area.
- The area consists of an unused quarry or unused quarries.
- The area consists of unused railyards, rail tracks or railroad rights-of-way.
- The area, prior to the area's designation, is subject to chronic flooding which adversely impacts on real property which is included in or (is) in

proximity to any improvement on real property which has been in existence for at least five (5) years and which substantially contributes to such flooding.

- The area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.
- The area is not less than fifty (50) nor more than one hundred (100) acres and seventy-five percent (75%) of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five (5) years prior to the designation of the redevelopment project area, and which area meets at least one (1) of the factors itemized in provision (1) of the subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

Eligibility Of A Conservation Area.

A conservation area is an improved area in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more and there is a presence of a combination of three (3) or more of the fourteen (14) factors listed below. Such an area is not yet a blighted area, but because of a combination of three (3) or more of these factors, the area may become a blighted area.

- 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 lay-out.
- Depreciation of physical maintenance.
- Lack of community planning.

While the Act defines a blighted area and a conservation area, it does not define the various factors for each, nor does it describe what constitutes the presence or the extent of presence necessary to make a finding that a factor exists. Therefore, reasonable criteria should be developed to support each local finding that an area qualifies as either a blighted area or as a conservation area. In developing these criteria, the following principles have been applied:

1. the minimum number of factors must be present and the presence of each must be documented;
2. for a factor to be found present, it should be present to a meaningful extent so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act; and
3. the factors should be reasonably distributed throughout the redevelopment project area.

It is also important to note that the test of eligibility is based on the conditions of the area as a whole; it is not required that eligibility be established for each and every property in the project area.

II.

The Pilsen Redevelopment Project Area.

The Project Area includes Pilsen's industrial corridor and the concentrated commercial areas along Ashland Avenue, Blue Island Avenue and Oakley Avenue. The industrial district is generally bounded by 16th Street on the north; Stewart Avenue on the east; the Stevenson Expressway on the south; Western Avenue on

the west; and Blue Island Avenue and the blocks fronting Cermak Road on the north. The commercial district includes the frontage of Ashland Avenue, from Cermak Road to 21st Street; Blue Island Avenue, between Western Avenue and Laflin Street; and Oakley Avenue, between 23rd Place and 25th Street and adjacent blocks containing schools along these commercial corridors.

The total Project Area contains five hundred ten (510) buildings and encompasses nine hundred seven (907) acres, including street and alley rights-of-way, the south branch of the Chicago River and related slip canals. The acreage is distributed as indicated in Table 1 below.

Table 1.

Acreage Distribution.

Pilsen Redevelopment Project Area.

Area	Total Acres	Percent Of Total
Commercial District	47	5.2%
Industrial District	860	94.8%
Total:	907	100.0%

The industrial district of the Project Area consists of large industrial parcels along the north side of the south branch of the Chicago River and shallow depth linear blocks along the south side of the river. A wide variety of industrial uses exist; dominated by warehousing, trucking terminals, scrap and related recycling yards, contracting yards, the Commonwealth Edison Power Plant site, several boat storage yards, a rail intermodal freight yard, metal manufacturing and miscellaneous industrial activity. There is a significant amount of underutilized land in the area which contains numerous large and small vacant buildings which are predominantly industrial. The Project Area also contains a large quarry site in the southeast corner of the area along Halsted Street which is currently being filled. In the northern portion of the industrial area there are several blocks with residential frontage, including several school sites and a neighborhood park which are in conflict with adjacent industrial activity. Building deterioration, vacancies, poor

streets, abandoned rail spurs, limited access and widespread dumping and debris in vacant areas and in blocks along the river characterize most of the industrial district.

The commercial district of the Project Area consists of commercial block fronts dominated by turn-of-century buildings. Many of the buildings consist of two (2) and three (3) stories containing mixed commercial and residential uses with apartments above the first (1st) floor. This district includes a portion of several commercial streets of the Pilsen Neighborhood and services the day-to-day shopping needs of the area residents. The commercial district is dominated by a wide variety of small businesses with residential properties mixed in most blocks. The small businesses include: wholesale and retail trade and convenience commercial services, including a wide variety of auto related retail and service, restaurants and a limited number of offices.

The commercial district is quite active with small businesses and stores and has very few vacancies. However, in spite of the high occupancy and activity rate, the commercial district is currently in need of revitalization. The commercial district is characterized by an aging housing stock, exhibiting physical depreciation and high density use, along with cluttered signage. To prevent further building deterioration, a general need for increased improvements and maintenance is required to sustain the area as a viable commercial district.

Figure 2, Existing Generalized Land-Use Map, illustrates the general land-use within the Project Area.

III.

Eligibility Survey And Analysis Findings: Improved Areas.

An analysis was made of each of the conservation and blighted area eligibility factors listed in the Act to determine whether each or any are present in the Project Area, and if so, to what extent and in what locations. Surveys and analyses conducted by T.P.A.P. and Andrew Heard & Associates included:

1. exterior survey of the condition and use of each building;
2. site surveys of streets, alleys, sidewalks, curbs and gutters, lighting, parking facilities, landscaping, fences and walls, and general property maintenance;

3. analysis of existing uses and their relationships;
4. comparison of current land-use to current zoning ordinance and the current zoning map;
5. analysis of original and current platting and building size and layout;
6. analysis of vacant sites and vacant buildings;
7. analysis of building floor area and site coverage;
8. analysis of building permits issued for the Project Area from January 4, 1993 to February 20, 1998;
9. analysis of building code violations for the Project Area from January 1, 1994 to June 20, 1997;
10. Review of previously prepared plans, studies and data.

Figure 3 presents the survey form used to record the building conditions.

The following statement of findings is presented for each blight and conservation area factor listed in the Act. The conditions that exist and the relative extent to which each factor is present in the Project Area are described below.

A factor noted as not present indicates either that no information was available or that no evidence could be documented as part of the various surveys and analyses. A factor noted as present to a limited extent indicates that conditions exist which document that the factor is present, but that the distribution or impact of the conservation or blight condition is limited. Finally, a factor noted as present to a major extent indicates that conditions exist which document that the factor is present throughout major portions of the block, and that the presence of such conditions has a major adverse impact or influence on adjacent and nearby development. What follows is the summary evaluation of age criteria and the fourteen (14) factors for a conservation area and the fourteen (14) factors, including age, for an "improved" blighted area as applied to industrial district. The factors are presented in order of their listing in the Act.

A. Age.

Age is a primary and prerequisite factor in determining an area's qualification for designation as a conservation area. Age presumes the existence of problems or

limiting conditions resulting from normal and continuous use of structures over a period of years. Since building deterioration and related structural problems can be a function of time, temperature, moisture and level of maintenance over an extended period of years, structures which are thirty-five (35) years or older typically exhibit more problems and require greater maintenance than more recently constructed buildings. Structures within the Project Area are some of the oldest buildings in the city, particularly the buildings along the commercial corridors in the commercial district, which date back to the 1880s through the 1920s.

Conclusion.

Industrial District.

Of the three hundred forty-three (343) buildings in the industrial district, two hundred eighty-one (281) or eighty-two percent (82%) are thirty-five (35) years in age or older. Age as a factor of blight is present to a major extent in the industrial district.

Commercial District.

Of the one hundred sixty-seven (167) buildings in the commercial district, one hundred fifty-two (152) or ninety-one percent (91%) are thirty-five (35) years in age or older. The commercial district meets the conservation area prerequisite that more than fifty percent (50%) of the structures are thirty-five (35) years of age or older.

Figure 4, Age, illustrates the location of all buildings in the Project Area which are more than thirty-five (35) years of age.

B. Dilapidation.

Dilapidation refers to advanced disrepair of buildings and site improvements. *Webster's New Collegiate Dictionary* defines "dilapidate", "dilapidated" and "dilapidation" as follows:

- Dilapidate, "... to become or cause to become partially ruined and in need of repairs, as through neglect".
- Dilapidated, "... falling to pieces or into disrepair; broken down, shabby and neglected".

- Dilapidation, “. . . dilapidating or becoming dilapidated; a dilapidated condition”.

To determine the existence of dilapidation, an assessment was undertaken of all buildings within the Project Area. The process used for assessing building conditions, the standards and criteria used for evaluation and the findings as to the existence of dilapidation are presented below.

The building condition analysis is based on an exterior inspection of all buildings undertaken during the months of May and June of 1997. Noted during the inspections were structural deficiencies in building components and related environmental deficiencies in the Project Area.

1. Building Components Evaluated.

During the field survey, each component of a building was examined to determine whether it was in sound condition or had minor, major or critical defects. Building components examined were of two types:

Primary Structural.

These include the basic elements of any building: foundation walls, load bearing walls and columns, roof and roof structure.

Secondary Components.

These components are generally secondary to the primary structural components and are necessary parts of the building, including porches and steps, windows and window units, doors and door units, chimneys, gutters and downspouts.

Each primary and secondary component was evaluated separately as a basis for determining the overall condition of individual buildings. This evaluation considered the relative importance of specific components within a building and the effect that deficiencies in the various components have on the remainder of the building.

2. Building Rating Classifications.

Based on the evaluation of building components, each building was rated and classified into one of the following categories:

Sound.

Buildings which contain no defects are adequately maintained and require no treatment outside of normal maintenance as required during the life of the building.

Deficient.

Buildings which contain defects (loose or missing material or holes and cracks) over either limited or widespread areas which may or may not be correctable through the course of normal maintenance (depending on the size of the building or number of buildings in a large complex). Deficient buildings contain defects which, in the case of limited or minor defects, clearly indicate a lack of or a reduced level of maintenance. In the case of major defects, advanced defects are present over widespread areas would require major upgrading and significant investment to correct.

Dilapidated.

Buildings which contain major defects in primary and secondary components over widespread areas. The defects are so serious and advanced that the building is considered to be substandard, requiring improvements or total reconstruction which may either be infeasible or difficult to correct.

Conclusion.

Industrial District.

Seventy buildings of the three hundred forty-three (343) buildings, situated in thirty (30) of the eighty (80) blocks containing buildings, are in substandard (dilapidated) condition. Dilapidation as a factor is present to a major extent in thirteen (13) blocks and to a limited extent in seventeen (17) blocks of the industrial district.

Commercial District.

Thirteen (13) of the one hundred sixty-seven (167) buildings are in substandard (dilapidated) condition. Dilapidation as a factor is present to a major extent in two blocks and to a limited extent in five (5) blocks of the commercial district.

Figure 5, Dilapidation, illustrates the location of substandard buildings in the Project Area.

C. Obsolescence.

Webster's New Collegiate Dictionary defines "obsolescence" as "being out of use; obsolete". "Obsolete" is further defined as "no longer in use; disused" or "of a type or fashion no longer current". These definitions are helpful in describing the general obsolescence of buildings or site improvements in a proposed redevelopment project area. In making findings with respect to buildings, it is important to distinguish between functional obsolescence, which relates to the physical utility of a structure, and economic obsolescence, which relates to a property's ability to compete in the market place.

Functional Obsolescence.

Historically, structures have been built for specific uses or purposes. The design, location, height and space arrangement are intended for a specific occupant at a given time. Buildings become obsolete when they contain characteristics or deficiencies which limit their use and marketability after the original use ceases. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor design or layout, the improper orientation of the building on its site, et cetera, which detracts from the overall usefulness or desirability of a property.

Economic Obsolescence.

Economic obsolescence is normally a result of adverse conditions which cause some degree of market rejection and, hence, depreciation in market values. Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, et cetera, may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities, outdated designs, et cetera.

Obsolescence as a factor should be based upon the documented presence and reasonable distribution of buildings and site improvements evidencing such obsolescence.

1. Obsolete Building Types.

Functional or economic obsolescence in buildings, which limits their long-term use or reuse, is typically difficult and expensive to correct. Deferred maintenance, deterioration and vacancies often result, which can have an adverse effect on nearby and surrounding development and detract from the physical, functional and economic vitality of the area.

Characteristics observed in the obsolete buildings include the following:

- Small, narrow buildings with limited floor plates.
- Single-purpose buildings designed for a specific use which are not easily adaptable or suited to other uses, including metal storage or butler-type industrial buildings including accessory buildings.
- Multi-story industrial buildings with inefficient or outdated mechanical systems, including the lack of central air conditioning, small elevators or the lack of freight elevators and limited lighting.
- Lack of or inadequate loading facilities.
- Buildings with single-pane windows and limited insulation, resulting in high energy loss.
- Lack of A.D.A. (American Disability Act) access provisions at entry areas, elevators and in bathrooms.
- Residential buildings converted to accommodate additional units or converted or expanded to accommodate commercial activity.
- Long narrow storefronts with limited or lack of natural light, converted to dwelling units.

2. Obsolete Platting.

The Project Area was originally platted well before the turn of the century. Residential blocks outside of the industrial areas are platted in the typical grid pattern dominated by narrow parcels that are twenty-five (25) feet wide or less. Platting in the large industrial blocks south of Cermak Road is not consistent with present standards resulting in super blocks. These blocks are excessive in length and or depth with difficult access to properties. Overall, the platting within the Project Area is not consistent with modern day standards.

Conclusion.

Industrial District.

Obsolescence as a factor is present to a major extent in thirty-five (35) blocks and to a limited extent in twenty-two (22) blocks. One hundred twelve (112) buildings are obsolete due to limited size, or single-purpose design which would be difficult and unfeasible to adapt to new uses, or consist of multi-story buildings with advanced age, deterioration, vacant space, outdated mechanical systems, maintenance difficulties or are not easily adaptable to compete with newer buildings.

Commercial District.

Obsolescence as a factor is present to a major extent in four blocks and to a limited extent in twelve (12) blocks. These include buildings of inadequate, limited size or shape for which they are being used or which have limited utility for alteration to accommodate other occupancies. Obsolescence also includes commercial storefront buildings converted to residential use with limited accommodation for light and ventilation.

Figure 6, Obsolescence, illustrates the location of obsolete buildings in the Project Area.

D. Deterioration.

Deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

- Deterioration may be evident in basically sound buildings containing minor defects, such as lack of painting, loose or missing materials, or holes and cracks over limited areas. This deterioration can be corrected through normal maintenance.
- Deterioration which is not easily correctable and cannot be accomplished in the course of normal maintenance may also be evident in buildings. Such buildings may be classified as minor deficient or major deficient buildings, depending upon the degree or extent of defects. Minor deficient and major deficient buildings are characterized by defects in the secondary building components (e.g., doors, windows, fire escapes, gutters and downspouts, fascia materials, et cetera) and defects in primary building components (e.g., foundations, exterior walls, floors, roofs, et cetera), respectively.

It should be noted that all buildings and site improvements classified as dilapidated are also deteriorated.

Deterioration Of Buildings.

The analysis of building deterioration is based on the survey methodology and criteria described in the preceding section on "Dilapidation". In the industrial district, of the total three hundred forty-three (343) buildings, two hundred eighty-two (282) or eighty-two percent (82%) are classified as deteriorating or deteriorated. In the commercial district, of the total one hundred sixty-seven (167) buildings, one hundred twenty-three (123) or seventy-four percent (74%) are classified as deteriorating or deteriorated.

Table 2, Summary of Building Deterioration, summarizes building deterioration within the blocks containing buildings in the Project Area.

Deterioration Of Street Pavement, Alleys, Curbs, Gutters And Sidewalks.

Field surveys were conducted to identify the condition of streets, alleys, curbs, gutters and sidewalks in the Project Area. The majority of the streets contain poor pavement conditions, lack curbs or walks in most blocks and are littered with debris and fly dumping.

Conclusion.

Industrial District.

Deterioration as a factor is present to a major extent in sixty-seven (67) blocks and to a limited extent in six (6) blocks. Deterioration includes deteriorating buildings, parking and site service areas, streets, curbs and gutters, sidewalks.

Commercial District.

Deterioration as a factor is present to a major extent in fourteen (14) blocks and to a limited extent in six (6) of the twenty-one (21) blocks. Deterioration includes, deteriorating buildings, parking and site service areas, streets, curbs and gutters, sidewalks.

Figure 7, Deterioration, illustrates deterioration within the built-up portions of the Project Area.

E. Illegal Use Of Individual Structures.

Illegal use of individual structures refers to the presence of uses or activities which are not permitted by law.

Conclusion.

No illegal uses of individual structures were evident from the field surveys conducted.

Table 2.

Summary Of Building Deterioration.

Industrial District.

Survey Block Number	Number Of Buildings	Building Condition		
		Sound	Deteriorated/ Deteriorating	Substandard/ Dilapidated
1. 17-21-305	13	2	8	3
2. 17-21-306	24	1	7	16
3. 17-21-330	1	0	1	0
4. 17-21-307	8	0	8	0
5. 17-21-309	1	0	0	1
6. 17-21-310	0	0	0	0
7. 17-21-311	1	0	1	0

Survey Block Number	Number Of Buildings	Building Condition		
		Sound	Deteriorated/ Deteriorating	Substandard/ Dilapidated
8. 17-21-327	3	1	2	0
9. 17-21-326	5	0	3	2
10. 17-21-325	7	0	5	2
11. 17-21-331	1	0	1	0
12. 17-21-332	4	1	3	0
13. 17-21-323	1	0	0	1
14. 17-21-322	1	0	1	0
15. 17-28-104/ 105/(21-336)	3	0	3	0
16. 17-28-103/ (17-21-333/ 334/335)	5	0	4	1
17. 17-28-101	1	0	1	0
18. 17-28-102	8	0	7	1
19. 17-28-100	6	0	6	0
20. 17-29-203	1	0	0	1
21. 17-29-202	0	0	0	0
22. 17-29-201	6	0	3	3
23. 17-21-328	4	2	1	1
24. 17-21-329	5	0	5	0
25. 17-20-331	2	0	2	0

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Survey Block Number	Number Of Buildings	Building Condition		
		Sound	Deteriorated/ Deteriorating	Substandard/ Dilapidated
26. 17-20-330	2	0	2	0
27. 17-20-322	1	0	1	0
28. 17-20-404	3	1	2	0
29. 17-20-405	1	0	1	0
30. 17-20-415	0	0	0	0
31. 17-20-414	1	0	1	0
32. 17-20-425	10	0	6	4
33. 17-20-426	6	0	3	3
34. 17-20-433	1	0	1	0
35. 17-20-432	2	0	1	1
36. 17-20-444	3	0	3	0
37. 17-20-445	11	0	7	4
38. 17-20-434/435	9	1	4	4
39. 17-20-443	1	0	0	1
40. 17-20-441	1	0	0	1
41. 17-20-442	0	0	0	0
42. 17-20-440	1	0	1	0
43. 17-20-439	1	0	1	0
44. 17-20-438	15	0	10	3

Survey Block Number	Number Of Buildings	Building Condition		
		Sound	Deteriorated/ Deteriorating	Substandard/ Dilapidated
45. 17-20-429	1	0	1	0
46. 17-20-335	2	0	1	1
47. 17-20-334	3	0	3	0
48. 17-20-333	5	0	5	0
49. 17-20-332	1	0	0	1
50. 17-20-324	1	0	1	0
51. 17-29-200	6	5	1	0
52. 17-29-103	2	0	2	0
53. 17-29-102	3	0	3	0
54. 17-29-101	12	9	2	1
55. 17-29-100	14	2	11	1
56. 17-30-210	18	8	8	2
57. 17-30-209	2	1	1	0
58. 17-30-208	7	1	6	0
59. 17-30-302	7	4	2	1
60. 17-30-300	14	9	5	0
61. 17-31-101/102	7	1	5	1
62. 17-31-200/201/ 207/208	2	0	2	0
63. 17-31-203	3	1	2	0

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Survey Block Number	Number Of Buildings	Building Condition		
		Sound	Deteriorated/ Deteriorating	Substandard/ Dilapidated
64. 17-29-300	4	0	1	3
65. 17-29-308	2	0	2	0
66. 17-29-303	3	1	2	0
67. 17-29-301	2	2	0	0
68. 17-29-302	1	1	0	0
69. 17-29-304	0	0	0	0
70. 17-29-310	1	0	1	0
71. 17-29-416	8	1	7	0
72. 17-29-417	1	0	1	0
73. 17-29-403	0	0	0	0
74. 17-29-404	8	1	5	2
75. 17-29-400	2	1	1	0
76. 17-29-402	1	0	0	1
77. 17-29-405/ 406/407	2	1	1	0
78. 17-28-111	1	0	1	0
79. 17-20-430	2	0	2	0
80. 17-20-325	15	1	11	3
Industrial Area Total:	343	61	212	70

Commercial District.

Survey Block Number	Number Of Buildings	Building Condition		
		Sound	Deteriorated/ Deteriorating	Substandard/ Dilapidated
1. 17-19-429	2	1	1	0
2. 17-19-425	6	2	3	1
3. 17-20-318	14	0	12	2
4. 17-20-319	1	0	0	1
5. 17-20-329	1	1	0	0
6. 17-20-327	9	1	8	0
7. 17-20-322	6	1	5	0
8. 17-30-120	2	1	0	1
9. 17-30-121	5	0	5	0
10. 17-30-112	10	5	5	0
11. 17-30-115	10	5	5	0
12. 17-30-119	8	4	4	0
13. 17-30-122	3	0	3	0
14. 17-30-116	15	9	6	0
15. 17-30-125	19	1	17	1
16. 17-30-206	10	3	7	0
17. 17-30-124	6	0	5	1
18. 17-30-203	9	3	6	0

Survey Block Number	Number Of Buildings	Building Condition		
		Sound	Deteriorated/ Deteriorating	Substandard/ Dilapidated
19. 17-30-204	3	2	1	0
20. 17-30-202	15	2	7	6
21. 17-30-207	20	2	18	1
Commercial Area Total:	167	44	110	13
Project Area Total:	510	105	322	83
Percent:	100%	21%	63%	16%

F. Presence Of Structures Below Minimum Code Standards.

Structures below minimum code standards include all structures which do not meet the standards of subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed so that they will be strong enough to support the loads expected, to be safe for occupancy against fire and similar hazards and/or to establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies which threaten health and safety.

Determination of the presence of structures below minimum code standards was based upon visible defects and advanced deterioration of building components from the exterior surveys, which was then compared to the City of Chicago's Building Code Violations for the Pilsen Area between January 1, 1994 and June 20, 1997.

Conclusion.

Industrial District.

Existence of structures below minimum code standards is present to a major extent in forty (40) blocks and to a limited extent in fourteen (14) blocks affecting

one hundred sixty-seven (167) of the three hundred forty-three (343) buildings. Advanced defects, which are below the minimum code standards, are visible on the exterior of these buildings.

Commercial District.

Existence of structures below minimum code standards is present to a major extent in six (6) blocks and to a limited extent in nine (9) blocks affecting one hundred ten (110) of the one hundred sixty-seven (167) buildings. Advanced defects, which are below the minimum code standards, are visible on the exterior of these buildings.

Figure 8 illustrates the location of buildings below minimum code standards.

G. Abandonment.

Abandonment as a factor applies only to conservation areas. *Webster's New Collegiate Dictionary* defines "abandonment" as "to give up with the intent of never again claiming one's right or interest"; or "to give over or surrender completely; to desert".

Conclusion.

Based on the analysis of properties within the commercial district of the Project Area, abandonment as a factor is not found to be present.

H. Excessive Vacancies.

Excessive vacancies as a factor refers to the presence of buildings or sites which are either unoccupied or not fully utilized, and which exert an adverse influence on the surrounding area because of the frequency or duration of vacancies. Excessive vacancies include properties for which there is little expectation for future occupancy or utilization.

Excessive building vacancies are found throughout much of the entire Project Area. Vacancies include buildings which are entirely vacant and buildings with vacant floor areas. Vacancies are prevalent in both industrial buildings, including large multi-story warehouses, commercial buildings and residential buildings.

Information regarding vacancies in individual buildings was obtained from exterior building surveys conducted by T.P.A.P. and Andrew Heard & Associates. Vacancies were determined by the presence of a combination of the following factors: shuttered or gutted buildings, boarded buildings, obvious vacant units, or signs advertising building space available.

Conclusion.

Industrial District.

Excessive vacancies as a factor is present to a major extent in fifteen (15) blocks and to a limited extent in twenty-three (23) blocks and includes vacant buildings and vacant space within buildings.

Commercial District.

Excessive vacancies as a factor is present to a limited extent in eleven (11) blocks and includes vacant buildings and vacant space within buildings.

Figure 9, Excessive Vacancies, illustrates buildings in the Project Area which are twenty percent (20%) or more vacant.

I. Overcrowding Of Structures And Community Facilities.

Overcrowding of structures and community facilities refers to the utilization of public or private buildings, facilities or properties beyond their reasonable or legally permitted capacity. Over crowding is frequently found in buildings originally designed for a specific use and later converted to accommodate a more intensive use without adequate regard for minimum floor area requirements, privacy, ingress and egress, loading and services, capacity of building systems, et cetera.

Conclusion.

No conditions of overcrowding of structures and community facilities have been documented as part of the exterior surveys undertaken within the Project Area.

J. Lack Of Ventilation, Light Or Sanitary Facilities.

Lack of ventilation, light or sanitary facilities refers to substandard conditions which adversely affect the health and welfare of building occupants, e.g., residents, employees or visitors.

Typical requirements for ventilation, light and sanitary facilities include:

- adequate mechanical ventilation for air circulation in spaces/rooms without windows, i.e., bathrooms, and rooms that produce dust, odor or smoke;
- adequate natural light and ventilation by means of skylights or windows, proper window sizes and adequate room area to window area ratios; and
- adequate sanitary facilities, i.e., garbage storage/enclosure, bathroom facilities, hot water and kitchens.

Conclusion.

The factor of lack of ventilation, light or sanitary facilities is not documented as part of the exterior surveys conducted for the Project Area.

K. Inadequate Utilities.

Inadequate utilities refers to deficiencies in the capacity or condition of utilities which service a property or area, including, but not limited to, storm drainage, water supply, electrical power, streets, sanitary sewers, gas and electricity.

Conclusion.

No determination of existing utilities and conditions of inadequate utilities has been documented as part of the surveys and analyses undertaken within the Project Area.

L. Excessive Land Coverage.

Excessive land coverage refers to the over-intensive use of land and the crowding of buildings and accessory facilities on a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and

shape in relation to present-day standards for health and safety. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of the spread of fires due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provisions for loading and service. Excessive land coverage has an adverse or blighting effect on nearby development.

Conclusion.

Industrial District.

Excessive land coverage as a factor is present to a major extent in eight blocks and to a limited extent in seven blocks. Excessive land coverage includes parcels which exhibit inadequate space for off-street parking, loading and service due to the position or size of the buildings located on the parcel.

Commercial District.

Excessive land coverage as a factor is present to a major extent in one block and to a limited extent in one block. Excessive land coverage includes parcels with multiple buildings, including rear buildings fronting on alleys and buildings which cover the site to an extent which allows limited or lack of off-street parking, loading and service.

Figure 10, Excessive Land Coverage, illustrates buildings and sites in the Project Area which exhibit excessive land coverage.

M. Deleterious Land-Use Or Layout.

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed uses, and uses which may be considered noxious, offensive or otherwise environmentally unsuitable.

Deleterious layout includes evidence of improper or obsolete platting of the land, inadequate street layout, and parcels of inadequate size or shape to meet contemporary development standards. It also includes evidence of improper layout of buildings on parcels and in relation to other nearby buildings.

Throughout much of the Project Area, there are blocks which contain a mixture of uses including residential uses located within commercial corridors, or residential

uses in industrial areas or in close proximity to industrial blocks. Several enclaves of blocks with residential frontage are surrounded by industrial activity. The incompatible mix and resulting impact continues to have a negative affect in the area blocks where these conditions are present. Deleterious layout include the inconsistent pattern of blocks with super blocks along the river and other large blocks. These blocks combined with active and inactive rail spurs, limited access to the interior of blocks and confusing interior circulation are additional impacts on the area.

Conclusion.

Industrial District.

Deleterious land-use or layout includes incompatible uses and improper platting or layout of parcels or buildings in relation to proper orientation of structures on a property. Deleterious land-use is present to a major extent in twelve (12) blocks and to a limited extent in three (3) blocks.

Commercial District.

Deleterious land-use or layout includes incompatible uses and improper platting or layout of parcels or buildings in relation to proper orientation of structures on a property. Deleterious land-use is present to a major extent in three (3) blocks and to a limited extent in ten (10) blocks.

Figure 11, Deleterious Land-Use or Layout, illustrates sites in the Project Area which exhibit deleterious land-use or layout.

N. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance refers to the deferred maintenance of buildings, parking areas and public improvements such as alleys, sidewalks and streets.

The presence of this factor within the Project Area includes:

- Buildings And Premises. In the industrial district, two hundred eighty-two (282) of the three hundred forty-three (343) total buildings suffer from deferred maintenance of windows, doors, store fronts, exterior walls, cornices, fire escapes, porches and steps, loading docks, fascias gutters and downspouts and chimneys. In the commercial district, one hundred

twenty-three (123) of the one hundred sixty-seven (167) total buildings suffer from deferred maintenance as stated above. Yards and premises throughout much of the entire Project Area contain high weeds, deteriorated fencing, exposed junk storage, including junk cars, and debris.

- Streets, Alleys, Sidewalks, Curbs And Gutters. Deterioration of these improvements is widespread throughout the area's local interior streets. Pavement conditions are poor with pot holes, exposing the initial brick pavers and sections of curb and sidewalks are broken or missing. Fly dumping, including car tires, garbage bags, litter and debris is present on local streets near and under viaducts and along where streets terminate at the south branch of the Chicago River. Most all of the underutilized and vacant land and parcels contain large amount of debris, high weeds and discarded refuse.
- Parking Surface And Site Surface Areas. Large parking areas within the industrial blocks contain only gravel surface with pot holes, weed growth and depressions. Industrial and commercial properties along major streets contain parking surface with either gravel or deteriorated asphalt and lack striping or bumper stops.

Conclusion.

Industrial District.

Depreciation of physical maintenance as a factor is present to a major extent throughout the entire industrial area. This includes deferred maintenance or lack of maintenance of buildings and premises, including surface parking and loading areas, streets, curbs, gutters, sidewalks and vacant or underutilized land areas filled with debris and weed growth.

Commercial District.

Depreciation of physical maintenance as a factor is present to a major extent throughout almost the entire commercial district except for the four (4) blocks along the Oakley Avenue frontage, between Blue Island Avenue and 23rd Place.

Figure 12, Depreciation of Physical Maintenance, illustrates the presence of the factor in the built-up portions of the Project Area.

O. Lack Of Community Planning.

The Project Area blocks were platted and buildings were constructed prior to the existence of a community plan. Industrial and commercial blocks were originally platted and developed on a parcel-by-parcel and building-by-building basis, with little evidence of coordination and planning among buildings and activities. The area contains both large and small blocks for industrial uses incompatible relationship with residential activity in several areas and, limited east-west access, to a majority of the industrial activity, including low viaduct clearance from the Archer Avenue side of the area. The lack of community planning prior to development has contributed to some of the problem conditions which characterize the overall Project Area.

Conclusion.

Industrial District.

Lack of community planning is present to a major extent throughout the entire industrial area. The irregular block size and pattern, limited interior street access, mix of industrial, commercial and residential areas, and building setbacks occurred without the benefit or guidelines of a community plan during the early development of the area. The factor of a lack of community planning is present to a major extent throughout the industrial district of the Project Area.

Commercial District.

Lack of community planning is present to a major extent throughout the entire commercial district. The narrow lot size, placement of buildings, lack of adequate parking and provisions for loading and service, and the existence of residential properties mixed with commercial buildings, occurred on a building by building basis during the early development of these corridors without guidelines for building setbacks, parking and loading standards as part of an overall community plan.

IV.

Determination Of Project Area Eligibility.

Industrial District -- Blighted Area.

The industrial district of the Project Area meets the requirements of the Act for

designation as an improved "blighted area". There is a reasonable presence and distribution of ten (10) of the fourteen (14) factors listed in the Act for improved blighted areas. These blighting factors include the following:

1. Age.
2. Dilapidation.
3. Obsolescence.
4. Deterioration.
5. Structures below minimum code standards.
6. Excessive vacancies.
7. Excessive land coverage.
8. Deleterious land-use or layout.
9. Depreciation of physical maintenance.
10. Lack of community planning.

Commercial District -- Conservation Area.

The commercial district of the Project Area meets the requirements of the Act for designation as a "conservation area". Over fifty percent (50%) of the buildings are thirty-five (35) years in age or older. Of the total one hundred sixty-seven (167) buildings in the commercial district, one hundred fifty-two (152) (or ninety-one percent (91%)) are thirty-five (35) years of age or older.

In addition to age, there is a reasonable presence and distribution of nine (9) of the fourteen (14) factors listed in the Act for conservation areas. These conservation factors include the following:

1. Dilapidation.
2. Obsolescence.

3. Deterioration.
4. Structures below minimum code standards.
5. Excessive vacancies.
6. Excessive land coverage.
7. Deleterious land-use or layout.
8. Depreciation of physical maintenance.
9. Lack of community planning.

The commercial district is not yet a blighted area but shows evidence of continuing deterioration and decline and may become a blighted area.

A summary of conservation and blight factors by block is contained in Table 3, Distribution of Blighting Factors in Industrial District and Table 4, Distribution of Conservation Factors in Commercial District.

The eligibility findings indicate that the Project Area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social well-being of the City. The Project Area is deteriorating and declining. All factors indicate that the Project Area as a whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without public action.

[Figure 1 -- Boundary Map referred to in this Pilsen Project Area Tax Increment Financing Eligibility Study constitutes Figure 1 to Amendment Number 2 to the Pilsen Tax Increment Financing Redevelopment Project and Plan and is printed on page 29589 of this *Journal*.]

[Tables 3 and 4 and Figures 2, 3, 4a, 4b, 5a, 5b, 6a, 6b, 7a, 7b, 8a, 8b, 9a, 9b, 10a, 10b, 11a, 11b, 12a and 12b referred to in this Pilsen Project Area Eligibility Study printed on pages 29641 through 29664 of this *Journal*.]

Table 3.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

*Distribution Of Blighting Factors
In Industrial District.*
(Page 1 of 3)

Block No.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	Number of Factors Present	
		Age	Dilapidation	Obsolescence	Deterioration	Illegal use of individual structures	Structures below code	Excessive vacancies	Overcrowding of structures	Lack of light, ventilation or sanitary facilities	Inadequate utilities	Excessive land coverage	Detritious land use	Depreciation of physical maintenance	Lack of community planning	Major	Minor
1.	17-21-305	●	○	○	●		●					○	●	●	●	6	3
2.	17-21-306	●	●	○			●	○				○	●	●	●	7	3
3.	17-21-330	●			●		●	●						●	●	6	0
4.	17-21-307	●		●	●		●	○						●	●	6	1
5.	17-21-309	●	●	●	●		●	●						●	●	8	0
6.	17-21-310												●	●	●	3	0
7.	17-21-311	●		●	●		●					●		●	●	7	0
8.	17-21-327	●		○	●		●	○						●	●	5	2
9.	17-21-326	●	○	○	●		○						○	●	●	4	3
10.	17-21-325	●	○	○	●		●	○						●	●	5	4
11.	17-21-331	○		●	●		●							●	●	6	0
12.	17-21-332	○		○	●									●	●	3	2
13.	17-21-323	●	●	●	●		●							●	●	7	0
14.	17-21-322	●		●	●									●	●	5	0
15.	17-28-104/ 105/(21-336)	●		○	●		○							●	●	4	2
16.	17-28-103/(17- 21-335/334/333)	●	○	○	●		○	○						●	●	4	4
17.	17-28-101	●		●	●		●							●	●	6	0
18.	17-28-102	●	○	○	●		●	○				●		●	●	6	3
19.	17-28-100	●		●	●		●							●	●	6	0
20.	17-29-203	●	●		●		●	●					●	●	●	8	0
21.	17-29-202				●								●	●	●	4	0
22.	17-29-201	●	●	●	●		●	●				○		●	●	8	1
23.	17-21-328	●	○	●	●		○	●					●	●	●	7	2
24.	17-21-329	●			●		○							●	●	4	1
25.	17-20-331	●			●									●	●	4	0
26.	17-20-330	●		●	●		●	●						●	●	7	0
27.	17-20-322	●		●	●							●		●	●	6	0

Table 3.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

*Distribution Of Blighting Factors
In Industrial District.*
(Page 2 of 3)

Block No.		Age	Dilapidation	Obsolescence	Deterioration	Illegal use of individual structures	Structures below code	Excessive vacancies	Overcrowding of structures	Lack of light, ventilation or sanitary facilities	Inadequate utilities	Excessive land coverage	Detritious land use	Depreciation of physical maintenance	Lack of community planning	Number of Factors Present	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	Major	Minor
28.	17-20-404	●			●		○					●		●	●	5	1
29.	17-20-405	●			●		●							●	●	5	0
30.	17-20-415			●										●	●	3	0
31.	17-20-414	●		●									●	●	●	5	0
32.	17-20-425	●	○	○	●		●	○				○	●	●	●	6	4
33.	17-20-426	●	●	○	●		●	●					●	●	●	8	1
34.	17-20-433	●			●		●	●						●	●	6	0
35.	17-20-432	●	●		●		●	●						●	●	7	0
36.	17-20-444	●		○	●		●	○						●	●	5	2
37.	17-20-445	●	○		●		●	○				○	○	●	●	5	4
38.	17-20-434/435	●	○		●		●	○					●	●	●	6	2
39.	17-20-443	●	●	●	●		●	●				●		●	●	9	0
40.	17-20-441	●	●	●	●		●	●						●	●	8	0
41.	17-20-442				●									●	●	3	0
42.	17-20-440	●			●		●							●	●	5	0
43.	17-20-439	●		●	●									●	●	5	0
44.	17-20-438	●	○	○	●		●	○					●	●	●	6	3
45.	17-20-429	●		●	●		●							●	●	6	0
46.	17-20-335	●	●	●	●		●	●						●	●	8	0
47.	17-20-334	●		●	●		●	○						●	●	6	1
48.	17-20-333	●		○	●		●	○				○		●	●	5	3
49.	17-20-332	●	●	●	●		●							●	●	7	0
50.	17-20-324	●		●	●									●	●	5	0
51.	17-29-200	●		●	○			○						○	●	3	3
52.	17-29-103	●		●	●		●	●						●	●	7	0
53.	17-29-102	○		○	○		●	●						●	●	4	3
54.	17-29-101	○	○	○	○		○	○						○	●	1	7
55.	17-29-100	●	○	○	●		○						○	●	●	4	4

*Distribution Of Blighting Factors
In Industrial District.
(Page 3 of 3)*

[illegible]

Distribution Of Conservation Factors In Commercial District.

[illegible]

Figure 2.
 (To Pilsen Project Area Tax Increment
 Financing Eligibility Study)

Generalized Existing Land-Use.

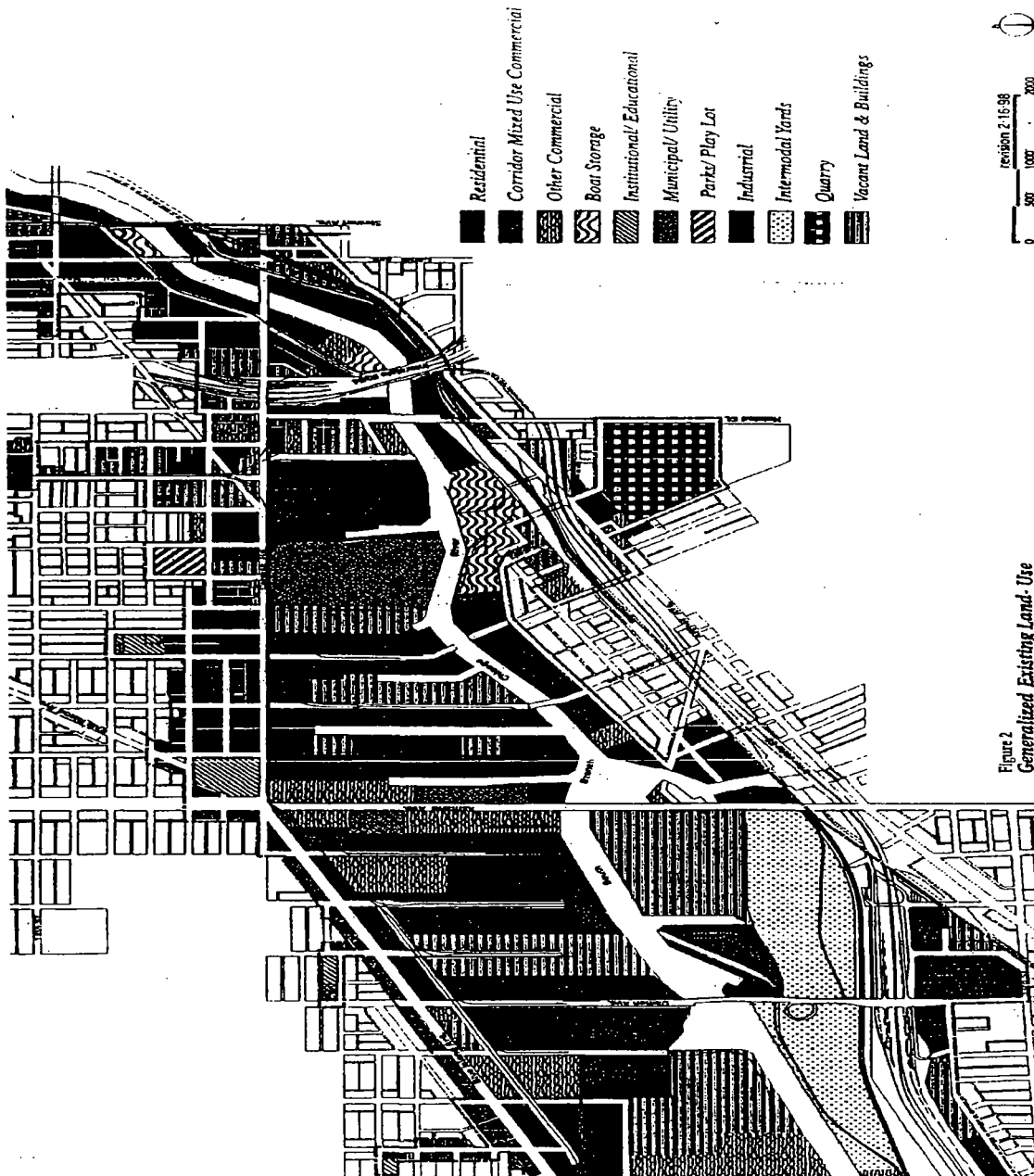


Figure 4a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Age - Pilsen (Northern).

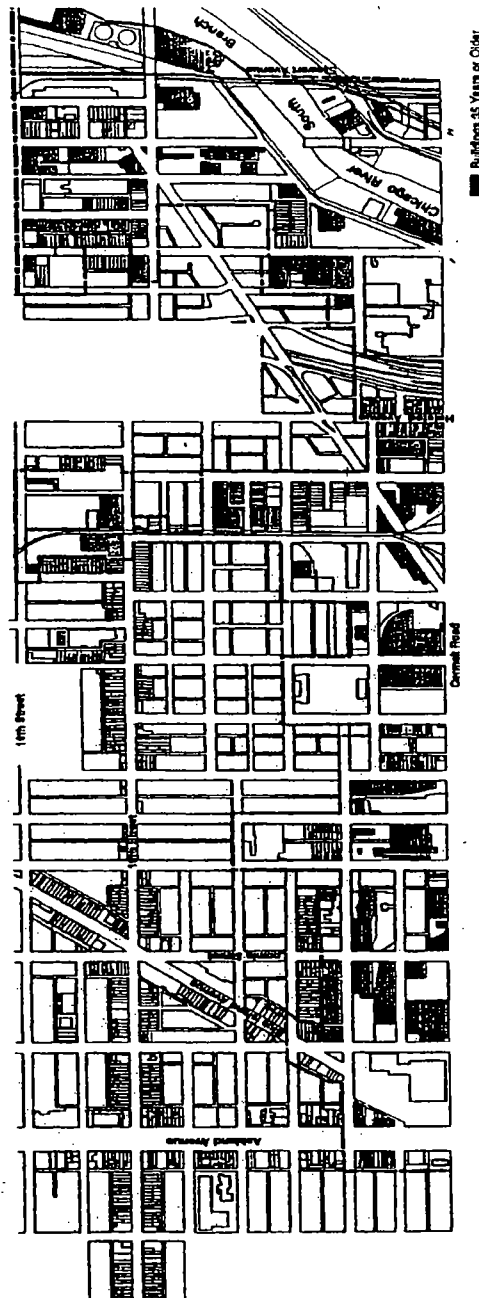


Figure 4a
Age

Chicago, Illinois

Prepared By: Tria, Pettigrew, Allen, & Payne, Inc.



300' 600' 1200'

Pilsen (Northern)

Increment Financing Redevelopment Project Area

Figure 4b.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Age - Pilsen (Southern).

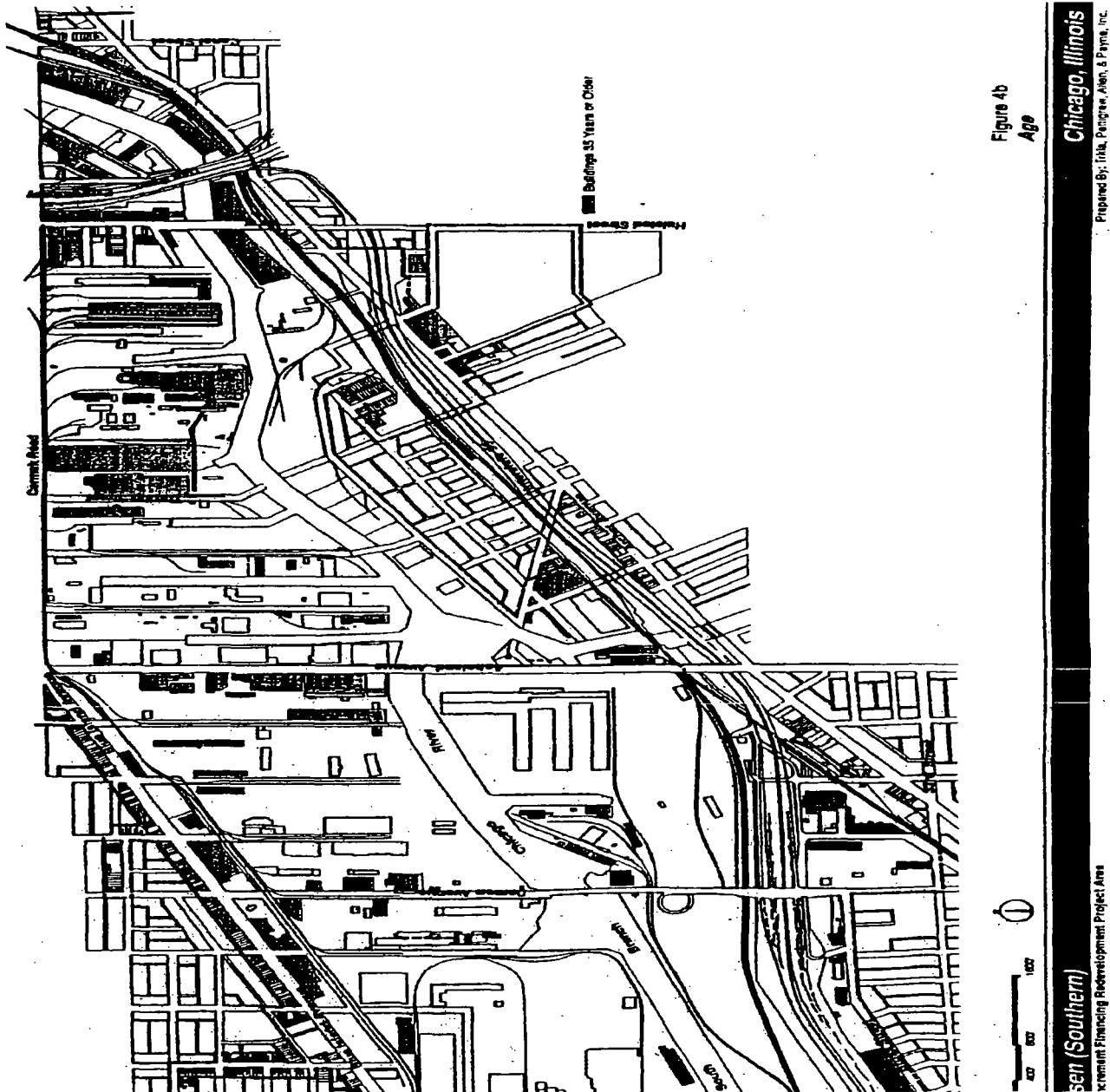


Figure 5a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Dilapidation - Pilsen (Northern).

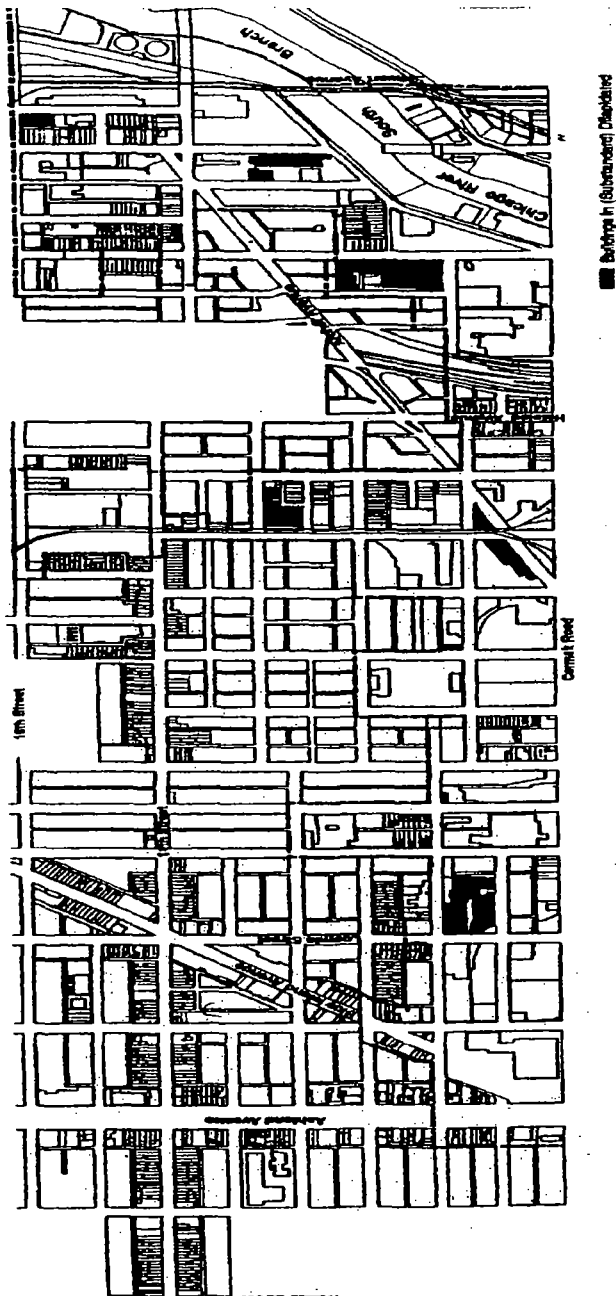


Figure 5a
Dilapidation

Chicago, Illinois

Prepared By: Tida, Penning, Allen, & Payne, Inc.

Pilsen (Northern)

Tax Increment Financing Redevelopment Project Area

Figure 6a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Obsolescence – Pilsen (Northern).

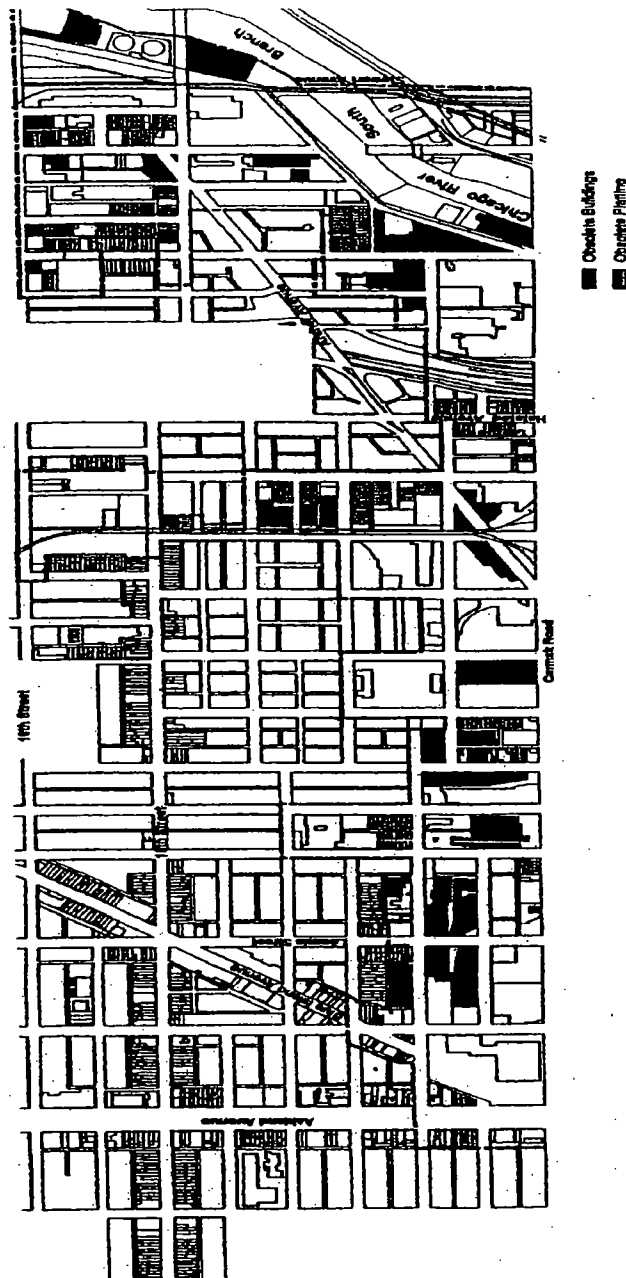


Figure 6a
Obsolescence

Chicago, Illinois

Prepared By: Titha, Pellegrini, Allen, & Payne, Inc.



0 300 600 1200

Pilsen (Northern)

Tax Increment Financing Redevelopment Project Area

Figure 6b.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Obsolescence - Pilsen (Southern).

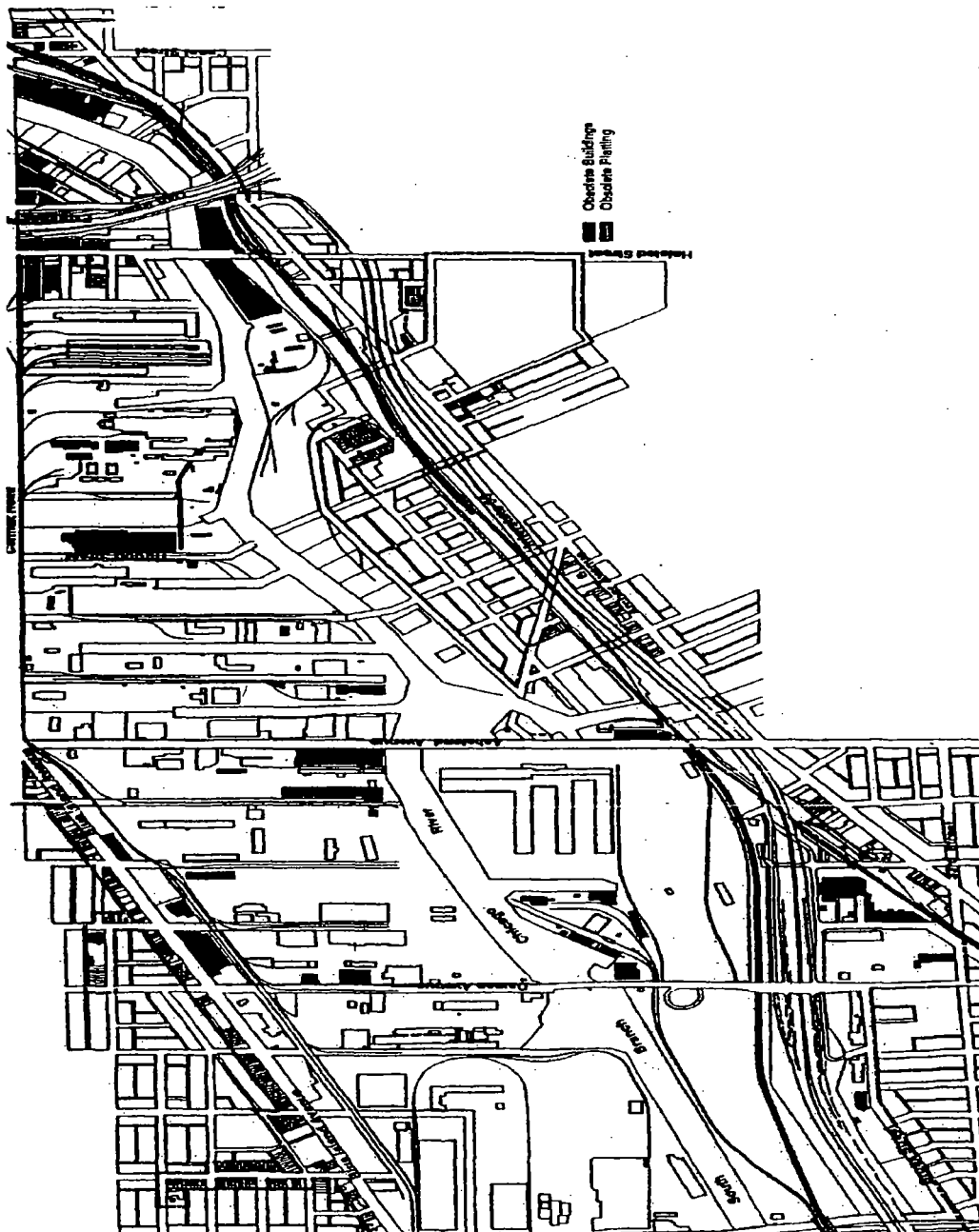


Figure 6b
Obsolescence

Chicago, Illinois

Prepared By: TWA, Pedigree, Allen, & Payne, Inc.

Pilsen (Southern)

Tax Increment Financing Redesignated Project Area

Figure 7a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Deterioration -- Pilsen (Northern).

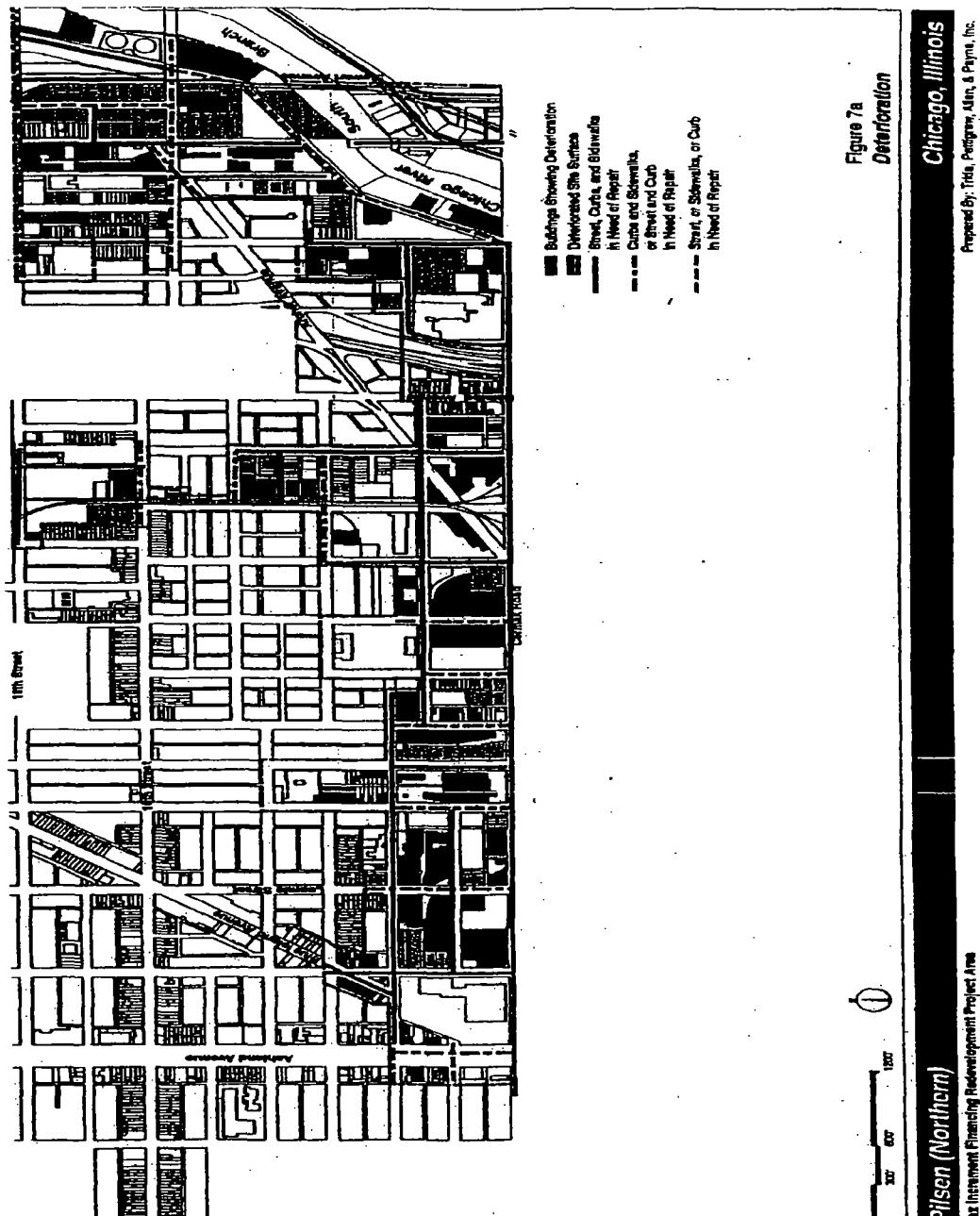


Figure 7b.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Deterioration – Pilsen (Southern).

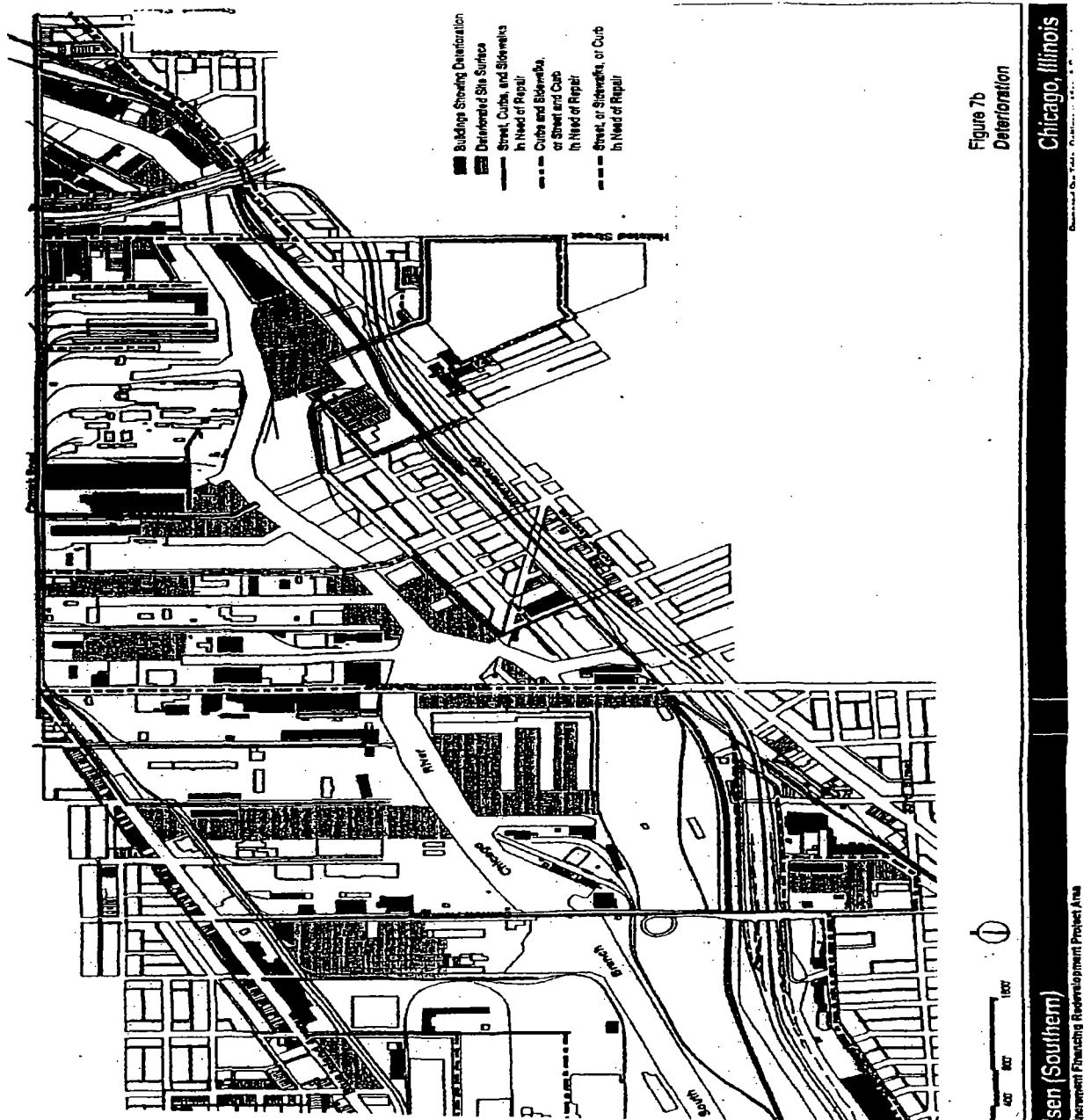
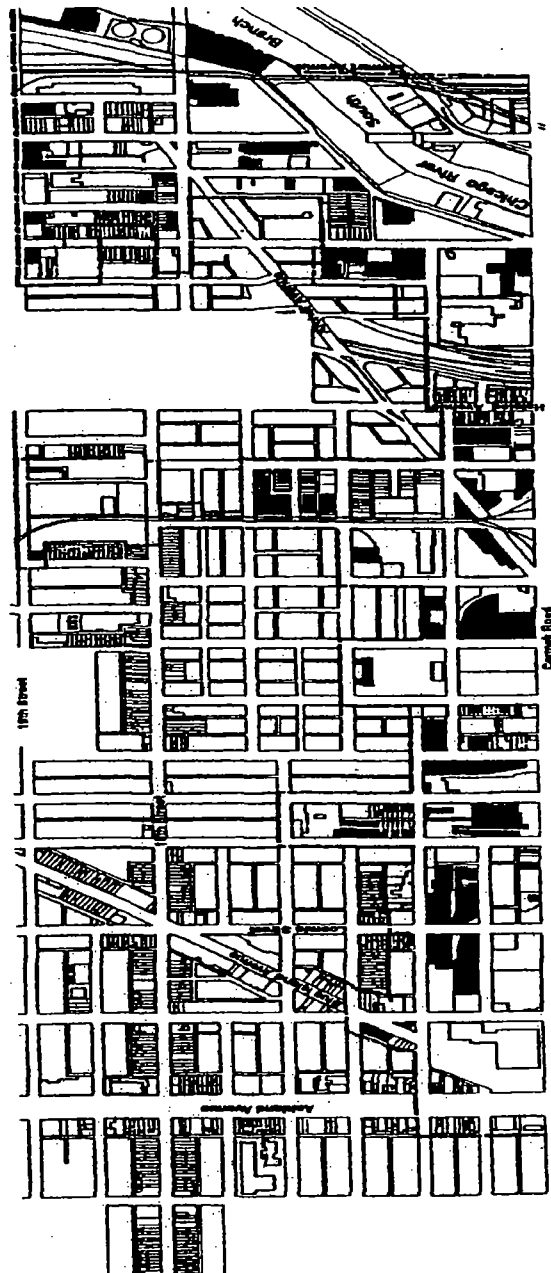


Figure 8a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Structures Below Minimum Codes – Pilsen (Northern).



Buildings Below Minimum Code Standards

Figure 8a
Structures Below
Minimum Codes

Chicago, Illinois

Prepared By: Tida, Pellegrini, Allen, & Payne, Inc.

Pilsen (Northern)

Tax Increment Financing Redevelopment Project Area

Figure 8b.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Building Below Minimum Codes – Pilsen (Southern).

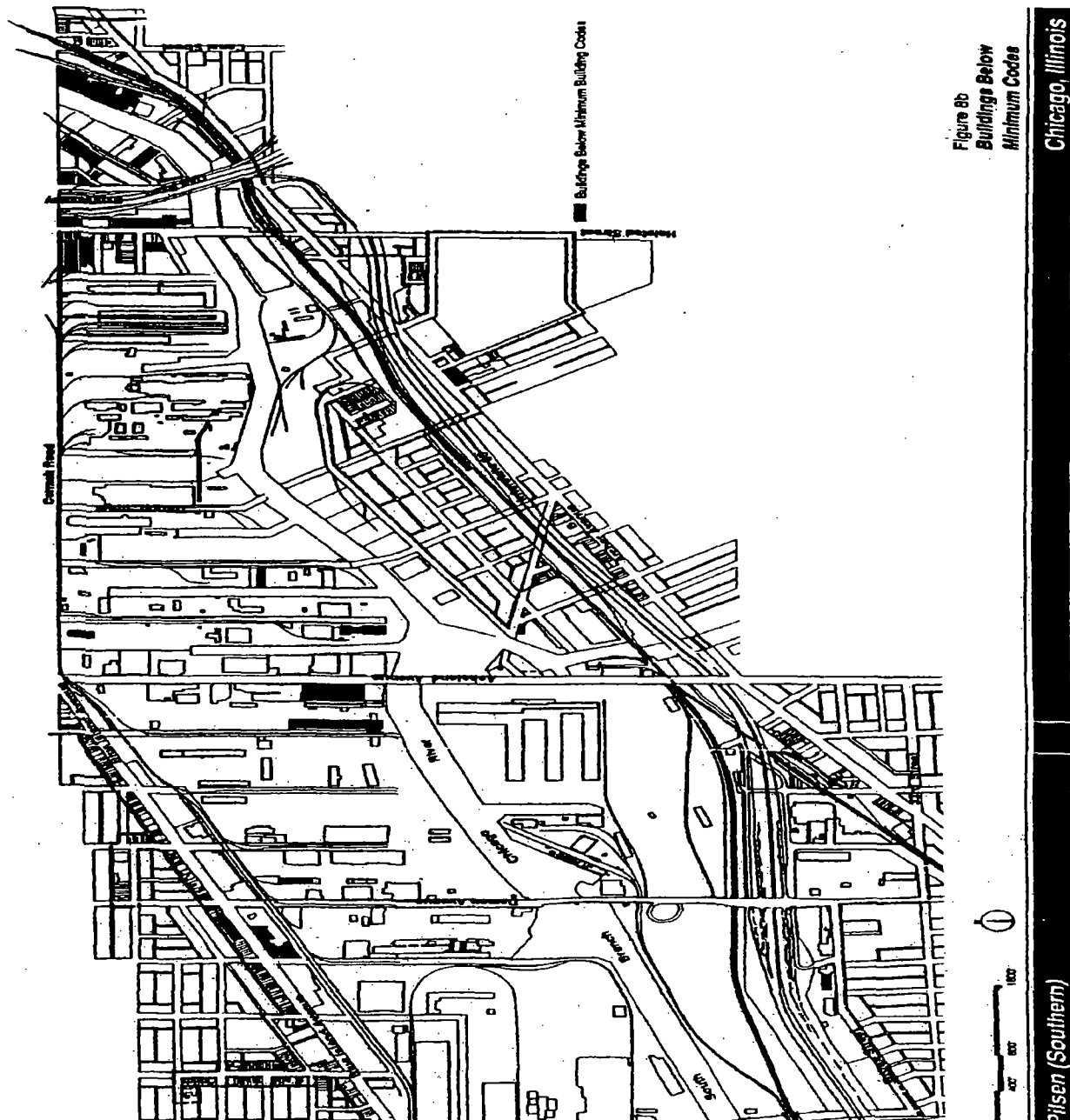


Figure 9a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Excessive Vacancies – Pilsen (Northern).

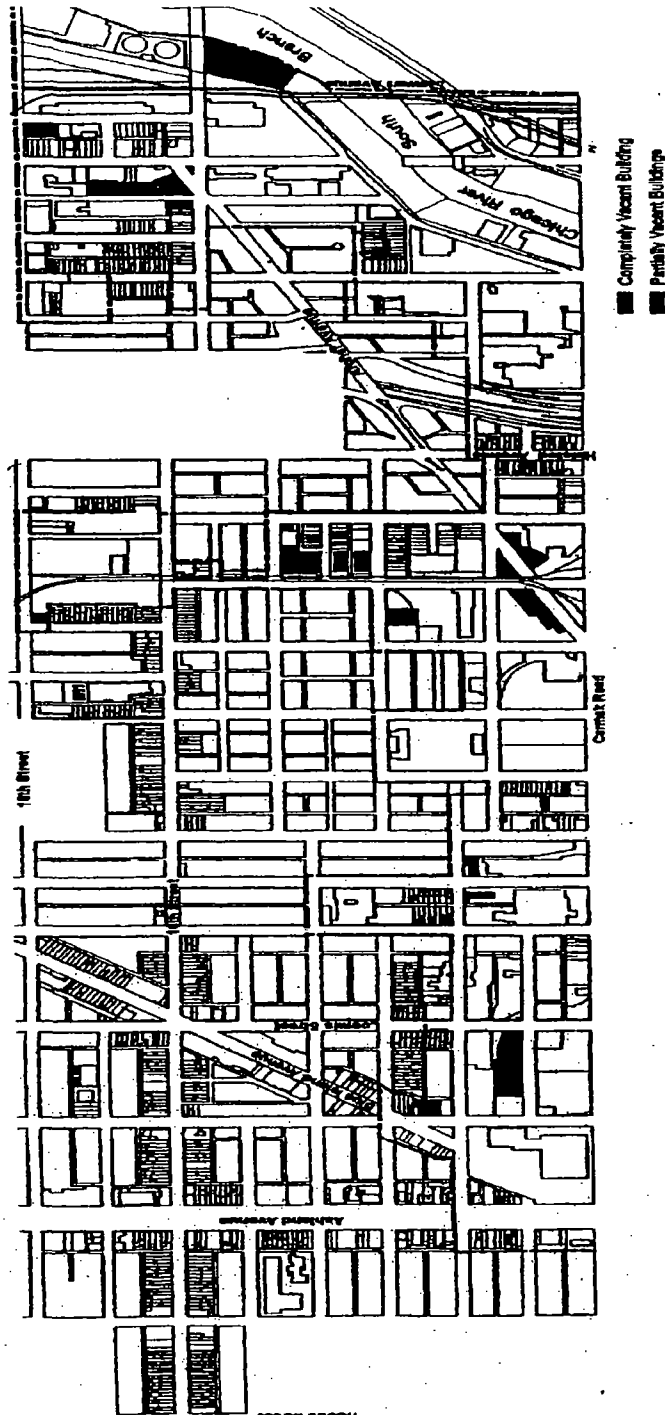


Figure 9a
Excessive Vacancies

Chicago, Illinois

Prepared By: Triba, Pentagraw, Allen, & Payne, Inc.

Pilsen (Northern)

Tax Increment Financing Redesignation Project Area

Figure 9b.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Excessive Vacancies – Pilsen (Southern).

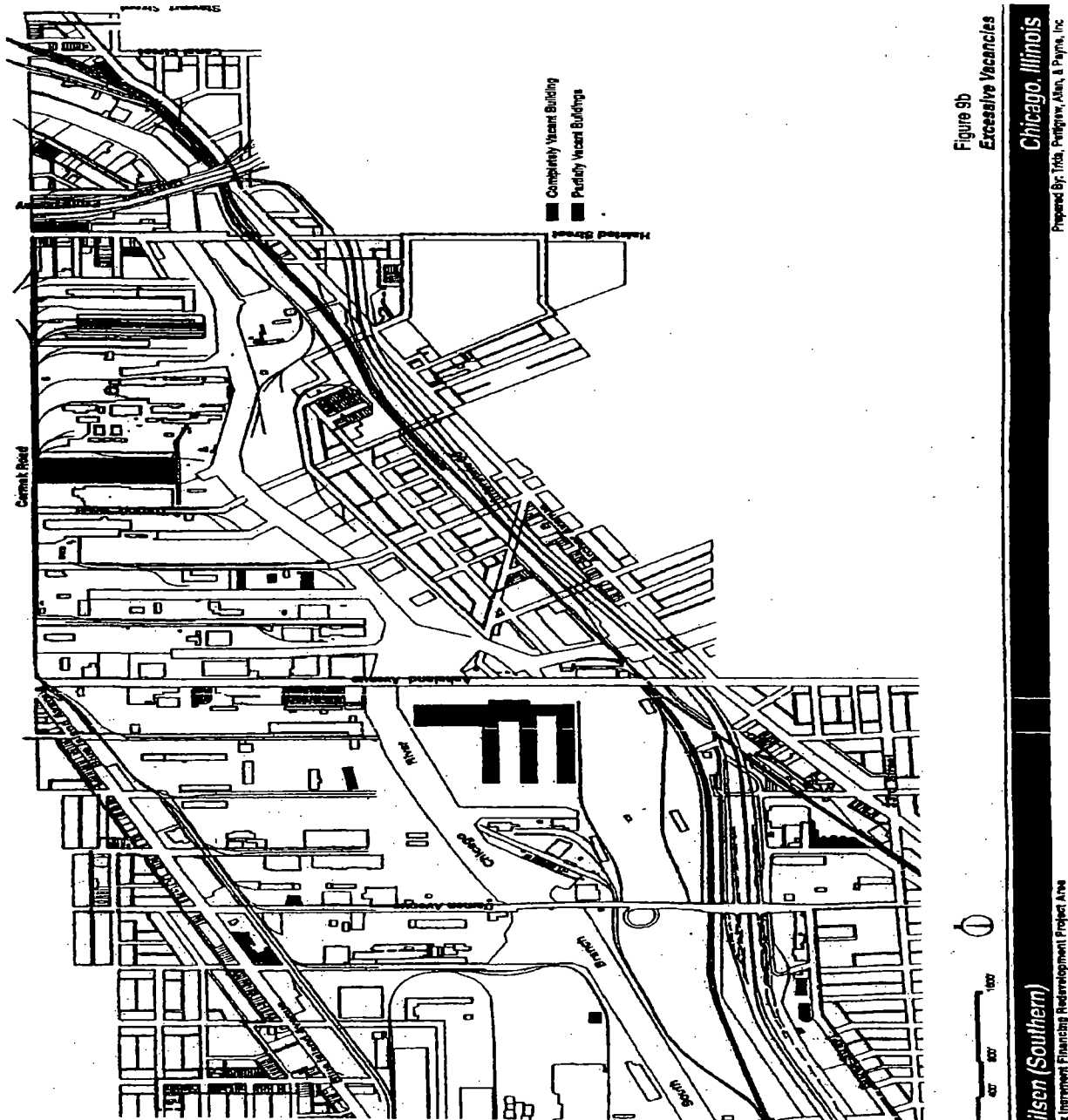


Figure 10a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Excessive Land Coverage – Pilsen (Northern).

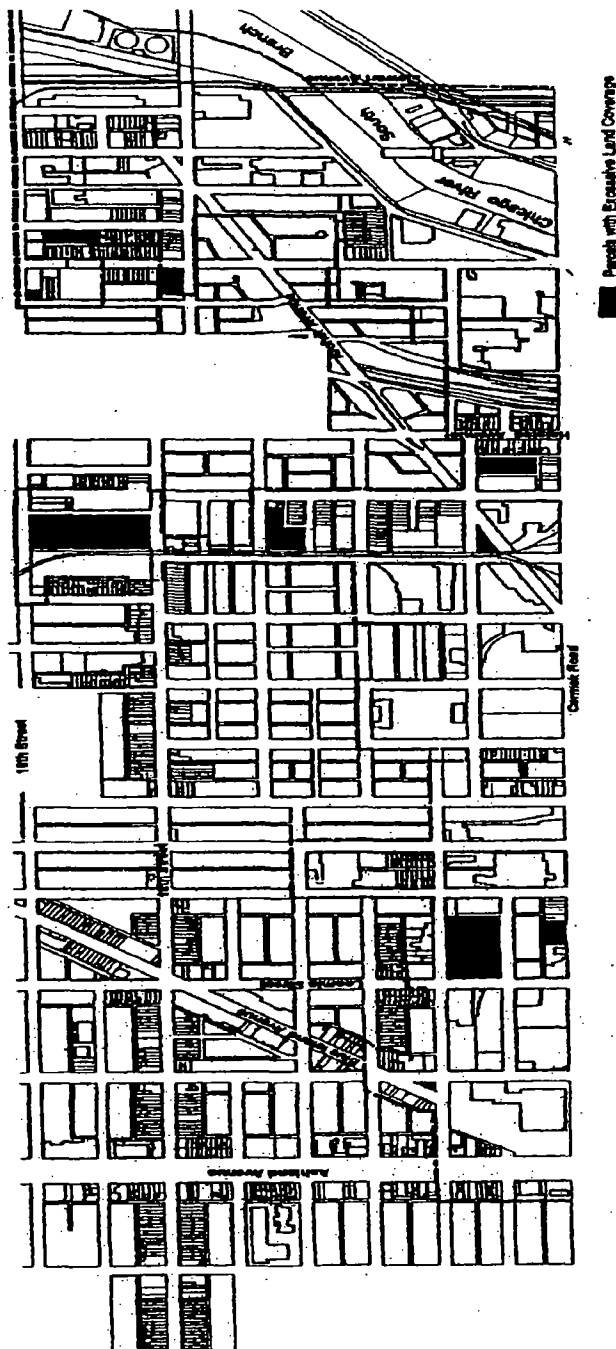


Figure 10a
Excessive Land Coverage

Chicago, Illinois

Prepared By: Tish, Parigrow, Allen, & Payne, Inc.



0 300 600 1200

Pilsen (Northern)

Tax Increment Financing Redevelopment Project Area

Figure 10b.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Excessive Land Coverage – Pilsen (Southern).

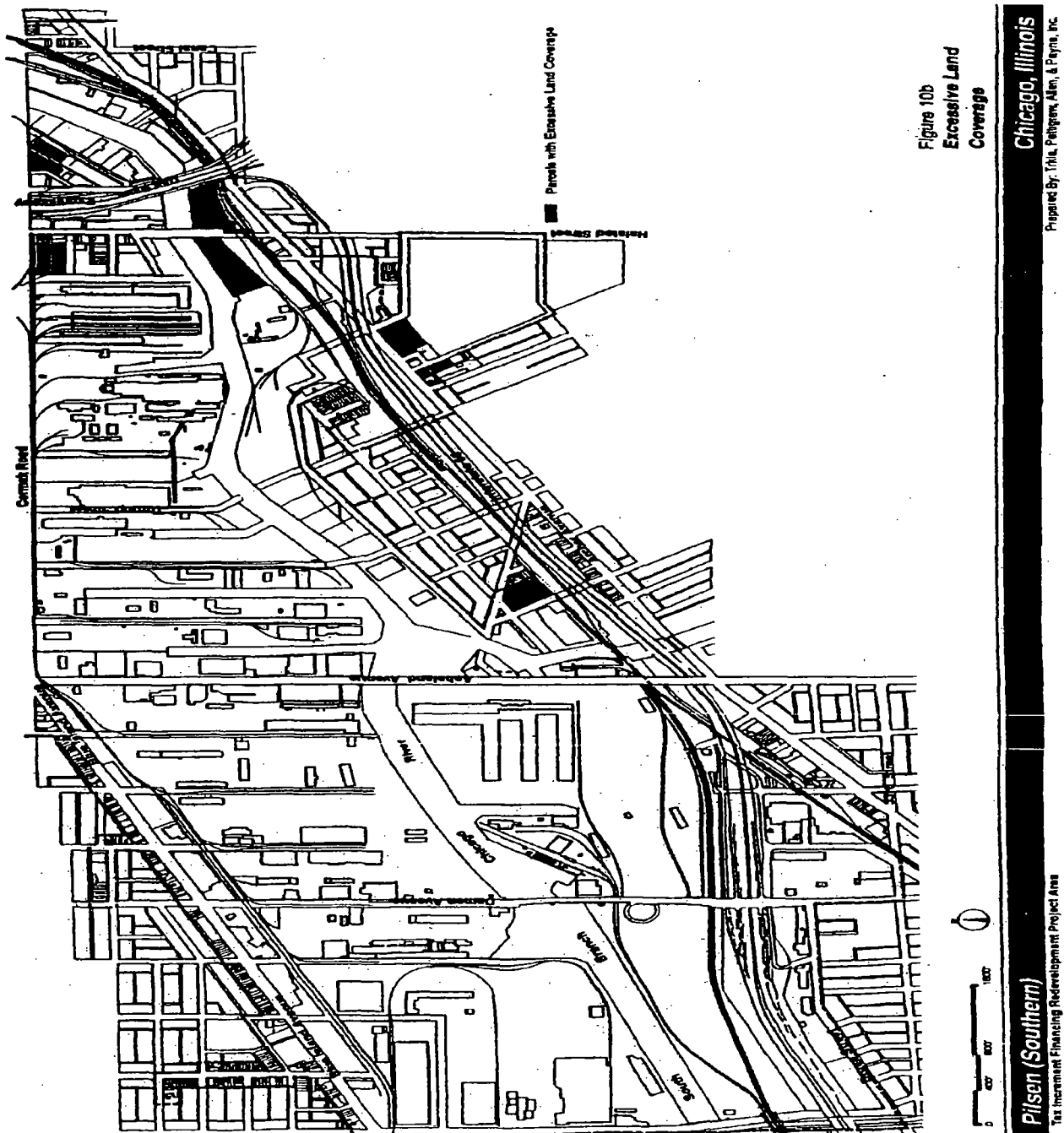


Figure 11a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Deleterious Land-Use/Layout – Pilsen (Northern).

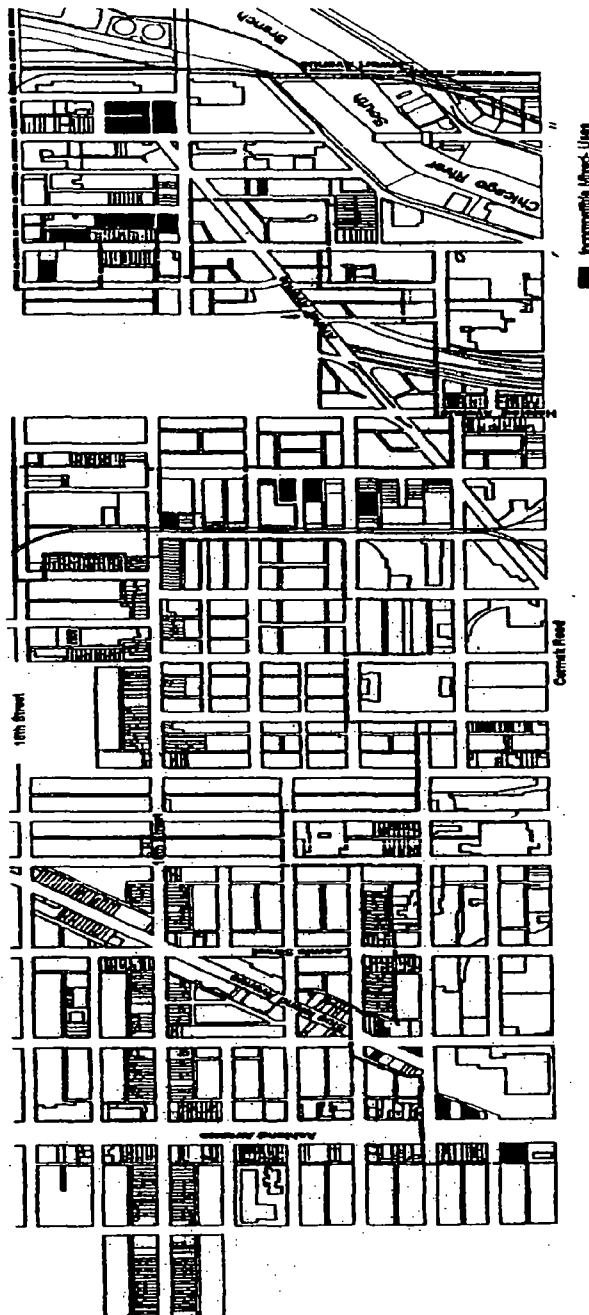


Figure 11a
Deleterious
Land-Use/Layout

Chicago, Illinois

Prepared By: TMA, Pottgen, Allen, & Payne, Inc.



Pilsen (Northern)

Tax Increment Financing Redefinition Project Area

Figure 11b.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Deleterious Land-Use/Layout – Pilsen (Southern).

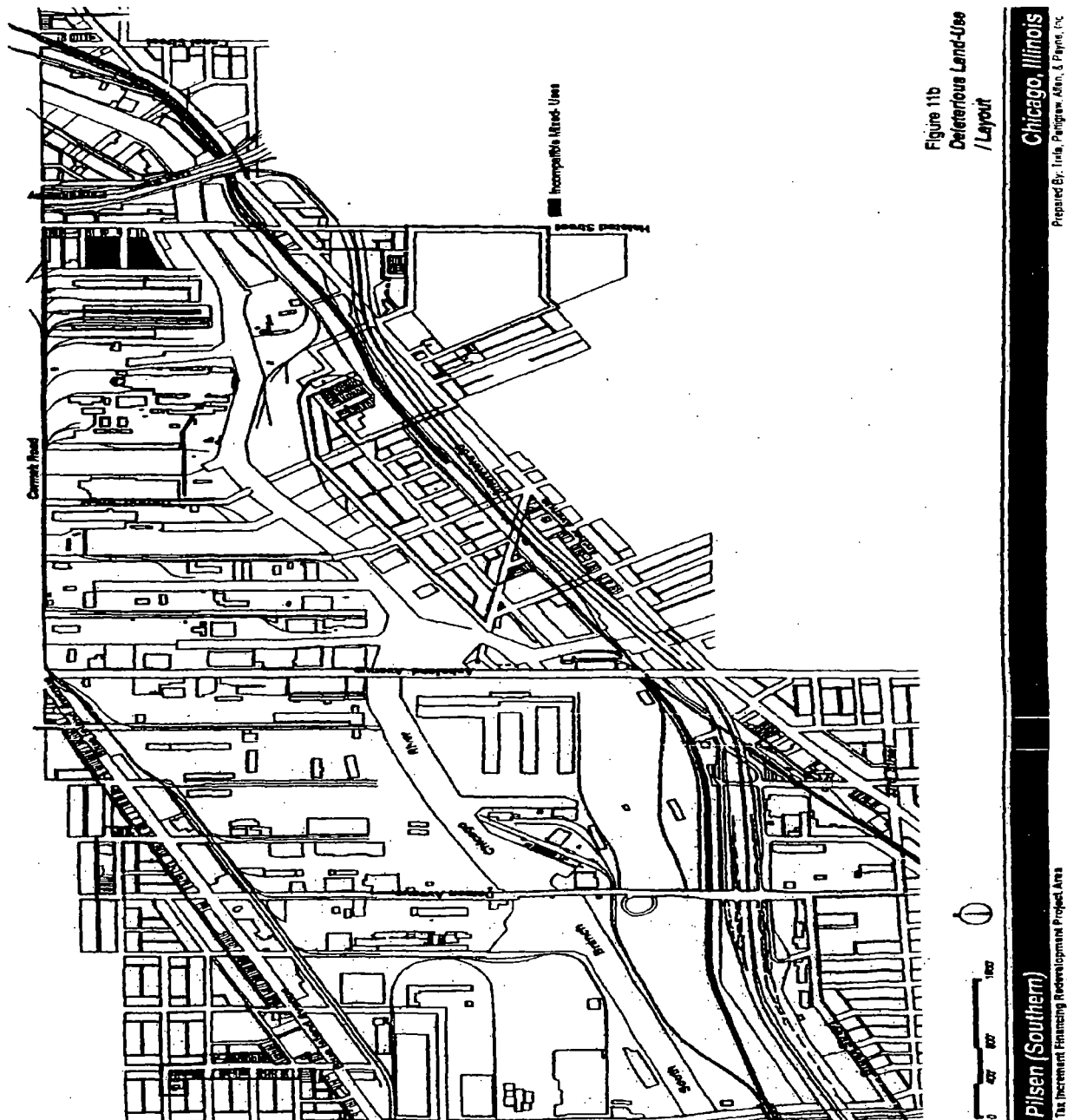


Figure 12a.
(To Pilsen Project Area Tax Increment
Financing Eligibility Study)

Depreciation Of Physical Maintenance – Pilsen (Northern).

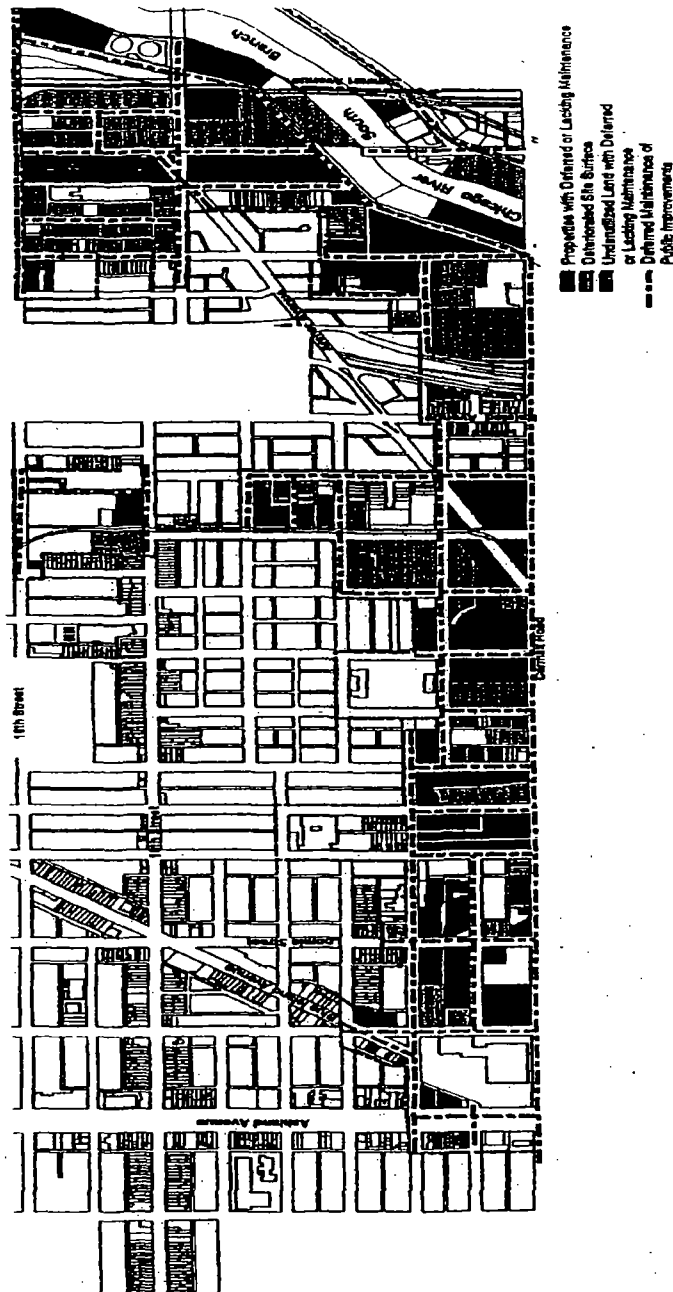


Figure 12a
Depreciation of
Physical Maintenance



0 50 100 150

Chicago, Illinois

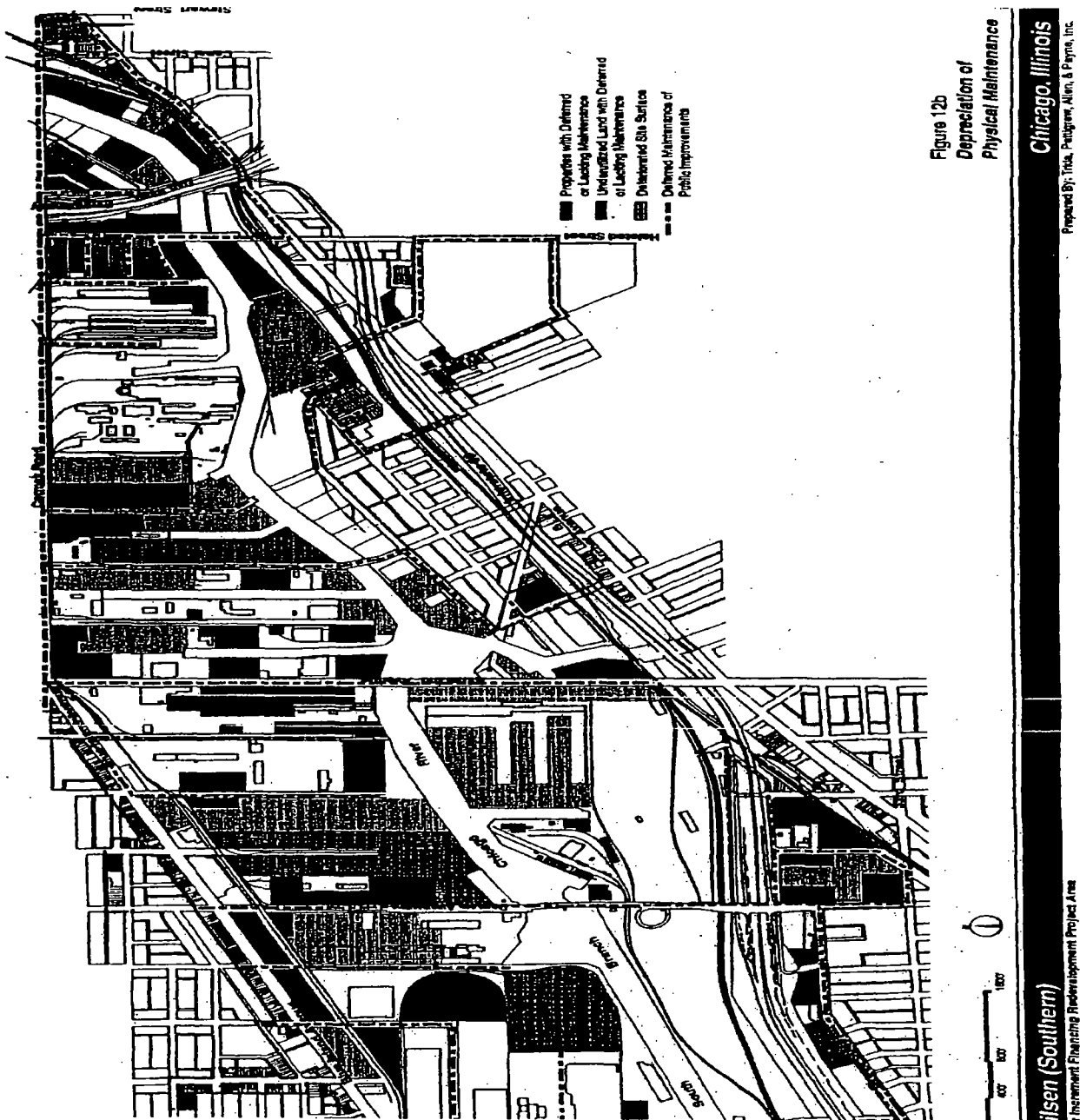
Prepared By: TMA, Pappas, Allen & Payne, Inc.

Pilsen (Northern)

Incremental Financing Redevelopment Project Area

Figure 12b.
 (To Pilsen Project Area Tax Increment
 Financing Eligibility Study)

Depreciation Of Physical Maintenance – Pilsen (Southern).



DESIGNATION OF COYNE AMERICAN INSTITUTE, INC. AND
SMITHFIELD PROPERTIES XXXIII, L.L.C. AS PROJECT
DEVELOPER, AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT AND ISSUANCE
OF CITY NOTE FOR PROPERTY AT
330 NORTH GREEN STREET.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with Coyne American Institute, Inc. and Smithfield Properties XXXIII, L.L.C., amount of note \$3,300,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on June 10, 1998 and published at pages 70367 -- 70499 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at pages 70499 -- 70509 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on June 10, 1998 and published at pages 70509 -- 70520 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Smithfield Properties XXXIII, L.L.C., an Illinois limited liability company ("Smithfield"), and Coyne American Institute, Inc., a Delaware corporation ("Coyne") (collectively, Smithfield and Coyne are referred to herein as the "Developer"), have entered into an exchange and purchase agreement dated as of May 6, 2003 (the "Exchange Agreement"), pursuant to which Smithfield or its nominee will acquire certain property located at 330 North Green Street, Chicago, Illinois 60607 (the "Property");

WHEREAS, After acquiring the Property, Smithfield shall perform certain new construction on the Property in order to (a) construct a two (2) story facility that will house Coyne's technical and vocational school capable of accommodating over seven hundred fifty (750) full- and part-time students, (b) construct a parking lot with one hundred forty (140) spaces and (c) complete, in cooperation with the City, certain other landscaping and public improvement work (as described more fully in the Coyne American Institute, Inc. Redevelopment Agreement attached hereto as Exhibit A, the "Project"); and

WHEREAS, Upon completion of the Project and pursuant to the Exchange Agreement, Smithfield will transfer the Property to Coyne in exchange for that certain property currently owned by Coyne located at 1235 West Fullerton Avenue, Chicago, Illinois; and

WHEREAS, The Project is necessary for the redevelopment of the Area; and

WHEREAS, The Developer will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Area (as defined in the T.I.F. Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to its Resolution 04-CDC-26 adopted by the Community Development Commission of the City of Chicago (the "Commission") on April 13, 2004, the Commission has recommended that the Developer be designated as developer for the Project and that the City of Chicago's Department of Planning and Development ("D.P.D.") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

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

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City, substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry

out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City Council of the City hereby finds that the City is authorized to issue its tax increment allocation revenue obligations in an aggregate maximum principal amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) for the purpose of paying a portion of the eligible redevelopment project costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) for the payment of a portion of the eligible redevelopment project costs included within the Project. The borrowing shall be evidenced by a note of the City in an amount up to Three Million Three Hundred Thousand Dollars (\$3,300,000) (the "Note"). The Note shall be issued and designated "Tax Increment Allocation Revenue Note Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project Area (Coyne American Institute, Inc. Project)". The Note shall be dated as of the date of delivery thereof, shall bear the date of authentication, shall be in fully registered form, shall be in the denomination of the maximum outstanding principal amount thereof and shall become due and payable as provided therein.

The Note shall bear interest at a fixed interest rate equal to the twenty (20) year Treasury bill rate on the date of issuance plus three hundred (300) basis points, not to exceed nine percent (9%) per annum, and shall be subject to federal income taxes. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued and unpaid interest on the Note shall compound on January 1 of each year and thereafter bear interest at the interest rate per year specified above.

The principal of and interest on the Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar") (or, at the City's sole election, by wire transfer of funds), payable in lawful money of the United States of America to the person in whose name such Note is registered at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of such Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City.

The seal of the City shall be affixed to or a facsimile thereof printed on the Note, and the Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on such Note shall cease

to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for such Note, and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the Note (to the extent such transfer is permitted under the Redevelopment Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

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

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

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

SECTION 7. The principal of the Note shall be subject to determination, reduction and prepayment as provided in the form of the Note attached to the Redevelopment Agreement as (Sub)Exhibit K and as provided in the Redevelopment Agreement, including, without limitation, Sections 4.03 and 15.02 thereof. As directed by the Commissioner, the Registrar shall proceed with redemptions without further notice or direction from the City.

SECTION 8. The Registrar shall note on the Payment Schedule attached to the Note the amount of any payment of principal or interest on such Note, including the amount of any redemption or prepayment, and the amount of any reduction in principal pursuant to the Redevelopment Agreement.

SECTION 9. The Note shall be prepared in substantially the form attached hereto as (Sub)Exhibit K to the Redevelopment Agreement.

SECTION 10. The Note hereby authorized shall be executed as provided in this ordinance and the Redevelopment Agreement and thereupon be deposited with the Commissioner, and be by said Commissioner delivered to the Developer.

SECTION 11. (a) Special Tax Allocation Fund. Pursuant to the T.I.F. Ordinance, the City has created a special fund, designated as the Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund (the "Tax Allocation Fund").

The Comptroller of the City is hereby directed to maintain the Tax Allocation Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the T.I.F. Ordinance, all incremental ad valorem taxes received by the City for the Area are to be deposited into the Tax Allocation Fund.

(b) Tax Allocation Fund Subaccount. There is hereby created within the Tax Allocation Fund a special subaccount to be known as the "Coyne American Institute, Inc. Project Account" (the "Project Account"). The City shall designate and deposit into the Project Account an amount equal to ninety-five percent (95%) of the incremental ad valorem taxes deposited into the Tax Allocation Fund attributable to increases in the equalized assessed value of the tax parcels comprising the Property (such amount, the "Project Available Incremental Taxes"). Subject to the terms and conditions of the Redevelopment Agreement, the City shall use the Project Available Incremental Taxes to make payments with respect to the Note until the Note has been fully repaid. In the event that an event of default under the Redevelopment Agreement entitles the City to permanently terminate further payments of City Funds (as defined in the Redevelopment Agreement) with respect to the Note, the City may in its discretion, return the amounts in the subaccount established above that would otherwise be allocated to the payment of the Note to the Tax Allocation Fund of the City and such subaccount shall be closed.

(c) Pledge Of Developer Subaccount. The City hereby assigns, pledges and dedicates the Project Account, together with all amounts on deposit in such subaccount, to the payment of the principal of and interest, if any, on the Note when due under the terms of the Redevelopment Agreement, including specifically, but without limitation, Section 4.03 thereof. Upon deposit, the monies on deposit in the Project Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the applicable subaccount. All monies on deposit in the Project Account shall be used to pay the principal of and interest on the Note at maturity or upon payment or redemption prior to maturity, in accordance with its terms, which payments from the Project Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the Note and the Redevelopment Agreement in accordance with their terms (or the termination of the City's obligation to make such payments), the amounts on deposit in the Project Account shall be deposited in the Tax Allocation Fund of the City and the applicable subaccount shall be closed.

SECTION 12. The Note is a special limited obligation of the City and is payable solely from amounts on deposit in the Project Account and shall be a valid claim of the registered owner thereof only against said sources. The Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Note.

SECTION 13. Monies on deposit in the Project Account may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago (the "Municipal Code"). Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Note.

SECTION 14. Upon issuance, the Note shall have an initial principal balance equal to the Developer's prior expenditures for T.I.F.-Funded Improvements (as such term is defined in the Redevelopment Agreement) up to its maximum principal amount. After issuance, the principal amount outstanding under the Note shall be its initial principal balance, as the same may be increased from time to time in accordance with the terms of the Redevelopment Agreement, plus interest thereon, minus any principal amount and interest paid on the Note and other reductions or adjustments in principal as are provided for in the Redevelopment Agreement.

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

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

SECTION 17. The Mayor, the Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 18. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 19. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the Municipal Code.

SECTION 20. This ordinance shall be in full force and effect immediately upon its passage.

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

*Exhibit "A".
(To Ordinance)*

*Coyne American Institute, Inc.
Redevelopment Agreement*

By And Between

The City Of Chicago

And

Coyne American Institute, Inc.

And

Smithfield Properties XXXIII, L.L.C.

This Coyne American Institute, Inc. redevelopment agreement (this "Agreement") is made as of this _____ day of _____, 2004, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Coyne American Institute, Inc., a Delaware corporation ("Coyne"), and Smithfield Properties XXXIII, L.L.C., an Illinois limited liability company ("Smithfield"). Together, Coyne and Smithfield are sometimes referred to herein as the "Developer".

Recitals.

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 10, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Kinzie Industrial Corridor Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Kinzie Industrial Corridor Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Kinzie Industrial Corridor Redevelopment Project Area" (the "T.I.F. Adoption Ordinance") (items (1) -- (3) collectively referred to herein as the "T.I.F. Ordinances"). The redevelopment project area referred to above shall be called the "Redevelopment Area".

D. The Project. Coyne and Smithfield have entered into an Exchange and Purchase Agreement dated as of May 6, 2003 (the "Purchase Agreement"), pursuant to which Smithfield or its nominee will first acquire certain property located within the Redevelopment Area at 330 North Green Street, Chicago, Illinois 606__ and legally described on (Sub)Exhibit A hereto (the "Property"). Smithfield will, within the time frames set forth in Section 3.01 hereof, construct on the Property an approximately seventy-six thousand four hundred thirty (76,430) square foot, two (2) story facility that will house Coyne's technical and vocational school capable of accommodating over seven hundred fifty (750) full- and part-time students, a parking lot with one hundred forty (140) spaces and a green roof that will cover approximately one-third ($\frac{1}{3}$) of the roof area (the "Facility"). Upon completion of the Facility, Coyne will acquire the Property (the "Acquisition") in exchange for that certain property currently owned by Coyne located at 1235 West Fullerton Avenue, Chicago (the "Fullerton Property"). The Facility and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit B) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Kinzie Industrial Corridor Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan").

F. City Financing. The City agrees to use, in the amounts set forth in Section 4.03 hereof, Available Incremental Taxes (as defined below) to pay for or reimburse the Developer for the costs of T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement and the City Note (as defined below).

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

*Section 1.**Recitals.*

The foregoing recitals are hereby incorporated into this Agreement by reference.

*Section 2.**Definitions.*

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

“Act” shall have the meaning set forth in the Recitals hereof.

“Acquisition” shall have the meaning set forth in the Recitals hereof.

“Affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with either Developer.

“Available Incremental Taxes” shall mean an amount equal to ninety-five percent (95%) of the Incremental Taxes deposited in the Kinzie Industrial Corridor Redevelopment Project Area T.I.F. Fund attributable to the taxes levied on the Property parcels (or portions thereof as noted) whose Property Index Numbers (“P.I.N.s”) are as follows:

17-08-414-001;

17-08-415-001;

17-08-406-007 (approximately forty percent (40%) of P.I.N. land area); and

17-08-407-012 (approximately twenty percent (20%) of P.I.N. land area).

“Bond(s)” shall have the meaning set forth for such term in Section 8.05 hereof.

“Bond Ordinance” shall mean the City ordinance authorizing the issuance of Bonds.

"Certificate" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.02, Section 3.03 and Section 3.04, respectively.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds paid to Coyne pursuant to the City Note.

"City Note" shall mean the City of Chicago Tax Increment Allocation Revenue Note, Kinzie Industrial Corridor Redevelopment Project Area (Coyne American Institute, Inc. Redevelopment Project) Taxable Series A, Registered Number R-1, to be in the form attached hereto as (Sub)Exhibit K, issued by the City to Coyne in the maximum principal amount of Three Million Three Hundred Thousand Dollars (\$3,300,000), subject to reduction as described in Section 4.03. The City Note shall be issued upon the issuance of the Certificate. The City Note shall bear interest at an annual rate not to exceed nine percent (9%) and shall provide for accrued, but unpaid, interest to bear interest at the same annual rate. Interest on the City Note shall be taxable for federal income tax purposes. The City Note shall be repayable solely from Available Incremental Taxes, unless the City, in its sole discretion, elects to use other legally available funds to make payments with respect to the City Note.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Construction Contract" shall mean that certain contract, in substantially the form attached hereto as (Sub)Exhibit C, entered into between Smithfield and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.);

(iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.07 (Cost Overruns).

"Event Of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall initially mean Wooton Construction, Ltd., or such other general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Kinzie Industrial Corridor T.I.F. Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Kinzie Industrial Corridor T.I.F. Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"M.B.E.(s)" shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise.

"M.B.E./W.B.E. Budget" shall mean the budget attached hereto as (Sub)Exhibit F, as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit D hereto.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.06(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit E, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as (Sub)Exhibit J, to be delivered by the Developer to D.P.D. pursuant to Section 4.04 of this Agreement.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on December 31, 20__, such date being the last day of the calendar year in which the taxes levied in the year that is twenty-three (23) years after the creation of the Redevelopment Area are paid.

"T.I.F. Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"T.I.F. Bonds" shall have the meaning set forth in the Recitals hereof.

"T.I.F. Bond Ordinance" shall have the meaning set forth in the Recitals hereof.

"T.I.F.-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. (Sub)Exhibit B lists the T.I.F.-Funded Improvements for the Project.

"T.I.F. Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean _____.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"W.A.R.N. Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

"W.B.E.(s)" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise.

Section 3.

The Project.

3.01 The Project.

With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than ten (10) days following the date of this Agreement; and (ii) complete construction and conduct business operations therein no later than June 1, 2005.

3.02 Scope Drawings And Plans And Specifications.

The Developer has delivered the Scope Drawings and Plans and Specifications to D.P.D. and D.P.D. has approved same. After such initial approval, subsequent proposed material changes to the Scope Drawings or Plans and Specifications shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Department of Construction and Permits, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project. The City hereby acknowledges that it has approved the Plans and Specifications pursuant to Building Permit Number _____.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Fifteen Million Nine Hundred Twenty-six Thousand One Hundred Thirteen Dollars (\$15,926,113). The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project Costs, and (b) the Project Budget is true,

correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval: (a) a reduction of more than five percent (5%) in the square footage of the Facility; (b) a change in the use of the Property to a use other than a technical and vocational school; (c) a delay in the completion of the Project by more than six (6) months; or (d) a five percent (5%) increase in the Project Budget or in any line item in the Project Budget. D.P.D. will attempt to expeditiously review any such Change Order request and approve or disapprove (with a brief written explanation given of any disapproval) such proposed Change Order within thirty (30) days of its receipt thereof. Subject to the next sentence, D.P.D.'s failure to respond to a proposed Change Order described in preceding clauses (a), (c) or (d) within such time period shall be deemed to be an approval. In order for such deemed approval provision to be operative, the written change order request shall state in all boldface, capitalized type: "This Change Order Seeks An Approval From D.P.D. Which, If Not Approved Or Disapproved Within Thirty (30) Days Of D.P.D.'s Receipt, Shall Result In The Deemed Approval Of The Change Requested". The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds that the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 D.P.D. Approval.

Any approval granted by D.P.D. of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.04). The Developer shall also provide D.P.D. on a quarterly basis with duplicates of appropriate support documentation verifying disbursements and receipt of Project funds (i.e., invoices, canceled checks, partial and final waivers of lien, et cetera). The Developer shall provide D.P.D. with the following: (a) three (3) copies of an updated Survey upon the request of D.P.D. or any lender providing Lender Financing, reflecting improvements made to the Property (if the Project or any portion thereof changes or would change the Survey in a manner that is inconsistent with Plans and Specifications), (b) monthly reports showing Developer's (i) utilization of M.B.E.(s) and W.B.E.(s) (see Section 10.03), (ii) payment of the prevailing wage rate (see Section 8.09), (iii) use of City of Chicago residents (see Section 10.02) in completing the construction work (examination of (i), (ii) and (iii) shall all be based on expenditures to date), and (c) if applicable, a report which incitides a plan by the Developer to address any shortfall in the matters set forth in (b).

3.08 Inspecting Agent Or Architect.

An independent agent or architect (other than the Developer's architect) approved by D.P.D. shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. D.P.D. hereby approves the inspecting architect selected by First American Bank, Smithfield's construction lender.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City

and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Fifteen Million Nine Hundred Twenty-six Thousand One Hundred Thirteen Dollars (\$15,926,113), to be applied in the manner

set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections 4.03(b) and 4.06)	\$12,000,000*
Lender Financing	3,926,113
Estimated Total	\$15,926,113

4.02 Developer Funds.

Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of T.I.F.-Funded Improvements.

4.03 City Funds.

(a) Uses Of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit B sets forth, by line item, the T.I.F.-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate.

(b) Sources Of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Note to Coyne. The principal amount of the City Note shall be in an amount equal to the costs of the T.I.F.-Funded Improvements that have been incurred by the Developer and are to be reimbursed by the City through payments of principal and interest on the City Note, subject to the provisions hereof. Payments under the City Note are subject to the amount of Available Incremental Taxes being sufficient for such payments.

*Equity is in the form of the Fullerton Property which Coyne will convey to Smithfield.

- (i) Issuance Of City Note. The City Note will be issued to Coyne on the date the City issues the Certificate with a principal balance equal to the cost of T.I.F.-Funded Improvements incurred by the Developer prior to such issuance date, up to a maximum principal amount of Three Million Three Hundred Thousand Dollars (\$3,300,000). The maximum principal amount of the City Note is subject to reduction pursuant to Section 4.03(c) below.
- (ii) Pledge Of Available Incremental Taxes. Subject to the limitations set forth in this Section 4 and in the City Note, the City agrees to reserve and pledge the Available Incremental Taxes to the payments due under the City Note.
- (iii) Payments On The City Note. The City Note attached hereto as (Sub)Exhibit K will have a maximum term of twenty (20) years. The first payment with respect to the City Note shall be made on the later to occur of March 1, 2006 (from Available Incremental Taxes received by the City in the prior year) or two (2) months after the City's receipt of a Requisition Form in accordance with Section 4.04. Thereafter, annual payments shall be made on the later to occur of March 1 of each subsequent calendar year or two (2) months after the City's receipt of a Requisition Form.

If, in any year, Available Incremental Taxes are insufficient to make such scheduled annual payment, then, in the next year (and if required, any subsequent years), Available Incremental Taxes shall first be applied to repay any shortfall amounts, and then applied to make such year's scheduled annual payment. The City Note may be prepaid in whole or in part, without premium or penalty, at any time.

If the Developer defaults pursuant to Section 15.01, interest shall immediately cease to accrue on the City Note effective as of the date on which the Event of Default is deemed to have occurred pursuant to Section 15.03, and no payments shall be made with respect to the City Note during any cure period applicable to such default. Any Available Incremental Taxes that would have been used to make payments during such time period shall, however, be reserved by the City pending the possible cure of such default. If such default is cured, interest shall again begin to accrue on the City Note effective as of the actual date on which the default is cured and any reserved payments of Available Incremental Taxes shall be released by the City and used to pay the City Note. If such default is not cured or is not subject to a cure period, the City shall have the remedies set forth in Section 15.03.

- (iv) **Transfer Of City Note.** After its issuance, the City Note may be pledged to a lender providing Lender Financing, but may not be sold without the consent of the Commissioner of D.P.D., which consent shall not be unreasonably withheld or delayed. Notwithstanding any such permitted pledge, the City shall have no obligation to make any payments with respect to the City Note except to Coyne, and then subject to the conditions set forth in this Agreement and the City Note.
 - (v) **Cessation Of City Note Payments.** If an Event of Default occurs, provided that the City has so notified the Developer as provided for herein and all applicable cure periods have expired, the City shall have no further obligations to make any payments with respect to the City Note and the City shall have the remedies set forth in Section 15.
 - (vi) **Other Incremental Taxes.** Any Incremental Taxes that either (a) are not Available Incremental Taxes or (b) are not required to make payments under this Agreement (whether because of the failure of the City Note to issue, because of an Event of Default entitling the City to terminate further payments with respect to the City Note, because of the full repayment of the City Note, or otherwise) shall belong to the City and may be pledged or used for such purposes as the City deems necessary or appropriate.
- (c) **Reduction Of City Note.** The maximum principal of the City Note stated above in Section 4.03(b)(i) is based on the assumption that the Property will be assessed at a commercial rate (approximately Four and 44/100 Dollars (\$4.44) per square foot). The principal amount of the City Note will be determined at the date of issuance of the Certificate as follows:
- (i) if the Cook County Assessor's Office shall have determined the assessed value of the Property at the time of issuance of the Certificate, the principal of the City Note will be based on D.P.D.'s projection of the Available Incremental Taxes generated by the Project (the net present value of which will be determined using a discount rate equal to that of the interest rate on the City Note), and will assume two percent (2%) annual inflationary growth, tax rate and equalizer equal to rates at the date of the Certificate (such principal amount to be approved by the Comptroller of the City); or
 - (ii) if the Cook County Assessor's Office shall not have determined the assessed value of the Property at the time of issuance of the Certificate, the principal of the City Note shall be Two Million Five Hundred Thousand Dollars (\$2,500,000), subject to adjustment as set forth in

Section 4.03(c)(i) above once the assessed value of the Property has been determined.

4.04 Requisition Form.

(a) On the date of issuance of the Certificate and prior to each October 1 (or such other date as the parties may agree to) thereafter, beginning in 2005 and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of T.I.F.-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by D.P.D.). On each December 1 (or such other date as may be acceptable to the parties), beginning in 2005 and continuing throughout the Term of the Agreement, the Developer shall meet with D.P.D. at the request of D.P.D. to discuss the Requisition Form(s) previously delivered. All City Funds paid pursuant to a Requisition Form shall be used to pay principal and interest costs on the City Note the proceeds of which were used to pay for T.I.F.-Funded Improvements costs.

(b) The City shall approve or disapprove (with a brief written explanation for any disapproval) a Requisition Form within thirty (30) days of receipt of the Requisition Form. Any disapproved Requisition Form may be resubmitted for approval after any unsatisfied conditions precedent have been satisfied.

4.05 Construction Escrow.

The City and the Developer hereby agree that the City shall enter into any Escrow Agreement required by any lender ("Lender") providing Lender Financing in order only that the City shall receive copies of the Escrow Agreement and any draw or disbursement requests under the Escrow Agreement. All disbursements of Project funds (except for the Prior Expenditures) shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement, but the Developer shall not be required to obtain the City's consent for such draws.

4.06 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project after January 1, 2003 but prior to the Closing Date, evidenced

by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its reasonable discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit G hereto sets forth the prior expenditures approved by D.P.D. [as of the date hereof] as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to T.I.F.-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one (1) line item to another, without the prior written consent of D.P.D., being prohibited; provided, however, that such transfers among line items, in an amount not to exceed Twenty-five Thousand Dollars (\$25,000) or One Hundred Thousand Dollars (\$100,000) in the aggregate, may be made without the prior written consent of D.P.D.

4.07 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds and of completing the Project.

4.08 Conditional Grant.

Certain of the City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 15.03 hereof.

Section 5.

Conditions Precedent.

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget.

The Developer has submitted to D.P.D., and D.P.D. has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

The Developer has submitted to D.P.D., and D.P.D. has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

The Developer has secured all other necessary approvals and permits required by any state, federal or local statute, ordinance or regulation and has submitted evidence thereof to D.P.D.

5.04 Financing.

The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. The Developer has delivered to D.P.D. a copy of the construction escrow agreement, if any, entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition And Title.

On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and

contains only those title exceptions listed as Permitted Liens on (Sub)Exhibit D hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.01 with parking), contiguity, location, access and survey. The Developer has provided to D.P.D., on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence Of Clean Title.

The Developer, at its own expense, has provided the City with searches under Coyne's and Smithfield's names (and the following trade names of Coyne or Smithfield: _____) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance.

The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to D.P.D.

5.09 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit H with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in (Sub)Exhibit H hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence Of Prior Expenditures.

The Developer has provided evidence satisfactory to D.P.D. in its reasonable discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements.

Each Developer has provided Financial Statements to D.P.D. for its three (3) most recent fiscal years, and audited or unaudited interim financial statements.

5.12 Documentation.

The Developer has provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters.

5.13 Environmental.

The Developer has provided D.P.D. with copies of that certain Phase I environmental audit completed with respect to the Property. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. The City hereby acknowledges and agrees that no further environmental audits of the Property are required under this Agreement.

5.14 Corporate Documents; Economic Disclosure Statement.

Each Developer has provided a copy of its Certificate or Articles of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which such Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. Each Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation.

Each Developer has provided to Corporation Counsel and D.P.D., a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

Except as set forth in Section 6.01(b) below, prior to entering into an agreement with any subcontractor for construction of the Project, the Developer shall solicit,

or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to D.P.D. for its inspection and written approval. For the T.I.F.-Funded Improvements, the Developer shall cause the General Contractor to select the subcontractor submitting the lowest responsible bid who can complete the Project in a timely manner. If the General Contractor selects any subcontractor submitting other than the lowest responsible bid for the T.I.F.-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to D.P.D. in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof. The Developer shall cause the General Contractor to ensure that the subcontractors shall not begin work on the Project until the Plans and Specifications have been approved by D.P.D. and all requisite permits have been obtained.

6.02 Construction Contract.

The Developer has delivered to D.P.D. and D.P.D. has approved the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above. The Developer shall deliver to D.P.D. any modifications, amendments or supplements thereto.

6.03 Performance And Payment Bonds.

Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof; provided, however, that the contracting, hiring and testing requirements associated with the M.B.E./W.B.E. and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amount so long as such Section 10 obligations are satisfied on an aggregate level.

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), subject to the exception in Section 6.04, Section 10.03 (M.B.E./W.B.E. Requirements, as applicable), subject to the exception in Section 6.04, Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 7.

Completion Of Construction Or Rehabilitation.

7.01 Certificate Of Completion Of Construction Or Rehabilitation.

Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the construction work for the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate within thirty (30) days by issuing either a Certificate or a written statement detailing the ways in which the construction of the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect Of Issuance Of Certificate: Continuing Obligations.

The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate

shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.14, 8.19(c), 8.20 and 8.21 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder. Once the Certificate is issued and title to the Property is transferred to Coyne, Smithfield shall have no further obligations or continuing liability under the Agreement, including as to any representations, covenants or warranties.

7.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

Each Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) Coyne is a Delaware corporation, duly organized, validly existing, qualified to do business in Delaware and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Smithfield is an Illinois limited liability company, duly organized, validly existing and qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(c) each Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(d) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate or company action, and does not and will not violate its Certificate of Incorporation or bylaws or operating agreement, as the case may be and as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(e) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, and in accordance with the Exchange Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charts that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(f) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(g) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(h) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(i) to the Developer's actual knowledge, the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(j) to the Developer's actual knowledge, the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(k) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and except as provided for by the Exchange Agreement; (3) enter into any transaction outside the ordinary course of the Developer's business that would materially adversely affect the ability of the Developer to complete the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity that would materially adversely affect the ability of the Developer to complete the Project; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition that would materially adversely affect the ability of the Developer to complete the Project;

(l) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens and provided further that the Developer may insure over any such liens without the occurrence of an Event of Default hereunder; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(m) the Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer

shall redevelop the Property in accordance with this Agreement and all, exhibits attached hereto, the T.I.F. Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this, section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Funded Improvements as provided in this Agreement.

8.05 Other Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the T.I.F.-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project; and further provided, that the payment obligations relating to any such Bonds shall be subordinate to the City's obligations hereunder with respect to payments under the City Note or (provided that such Bond issue includes a pledge of the Available Incremental Taxes) the proceeds of such Bonds shall be used to fully retire the City Note. The City hereby covenants and agrees that it shall not issue any Bonds unless, in connection therewith, the City Note is paid in full, and provided further that such Bond issue includes a pledge of the Available Incremental Taxes. The Developer shall, at no expense to the Developer, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation And Retention.

The Developer shall use its commercially reasonable efforts to maintain forty-seven (47) full-time equivalent, permanent jobs at the Facilities within twelve (12) months after the issuance of the Certificate through the eleventh (11th) anniversary of the date of the Certificate.

8.07 Employment Opportunity; Progress Reports.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof provided, however, that the contracting, hiring and testing requirements associated with the M.B.E./W.B.E. and City resident obligations set forth in Section 10 shall be applied on an aggregate basis and the failure of the General Contractors to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of this Agreement or require repayment of the city resident hiring shortfall amount if such Section 10 requirements are satisfied on an aggregate basis. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is twenty-five percent (25%), fifty percent (50%), seventy percent (70%) and one hundred percent (100%) completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile.

Subject to the terms and conditions of Section 6.04 hereof, the Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all

laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions.

Unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.11 Conflict Of Interest.

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ended December 31, 2003 and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial

statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment Of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question.

(b) Right To Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental

Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions that may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and

payable, and which create, may create, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right To Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option:

(A) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(B) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment,

or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment Of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on (Sub)Exhibit I attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit I; (B) (Sub)Exhibit I sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit I.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction In Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit I for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed

value of the Property up to (but not above) the Minimum Assessed Value as shown in (Sub)Exhibit I.

(v) Covenants Running With The Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c).

8.20 Operations.

Following issuance of the Certificate and through the remainder of the Term of the Agreement, Developer shall: (a) maintain the Facility as an occupied and operating training facility, or other uses in support of or incidental to job training; and (b) maintain a minimum of six hundred fifty (650) students enrolled each year.

8.21 Consent To Transfer.

Developer shall not transfer, sell or assign all or any portion of the Facility, the Property (including but not limited to any fixture or equipment now or hereafter attached thereto) or the City Note to a related or unrelated entity (other than the transfer of the Property and Facility from Smithfield to Coyne) within five (5) years after the issuance of the Certificate without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

8.22 Job Readiness Program.

The City, through the Mayor's Office of Workforce Development, shall work with the Developer to encourage the recruitment, hiring and training of City residents for the jobs created by the Project and the operation of the Developer's business on the Property.

8.23 Certificate Of Occupancy.

The Developer shall obtain a Certificate of Occupancy for the Facility prior to the first payment under the City Note.

8.24 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement; provided, however, the City hereby acknowledges and agrees that such warranties, representations, covenants and agreements of Smithfield shall expire as of the later of (a) the date the City issues the Certificate and (b) the date title to the Property is transferred to Coyne, and thereafter Smithfield shall have no further obligations whatsoever under this Agreement.

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival Of Covenants.

All warranties, representations and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

*Section 10.**Developer's Employment Obligations.***10.01 Employment Opportunity.**

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement.

The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly

shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's M.B.E./W.B.E. Commitment.

[This Section Will Change To Track The Language Of The New Ordinance That Will Become Effective On June 28, 2004] The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by M.B.E.s or W.B.E.s:

- i. at least twenty-five percent (25%) by M.B.E.s;
- ii. at least five percent (5%) W.B.E.s.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer

in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03.

(d) The Developer shall deliver quarterly reports to D.P.D. during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service and such other information as may assist D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to D.P.D. its plan to achieve its obligations under this Section 10.03. the sufficiency of which shall be approved by D.P.D.. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of D.P.D., including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by D.P.D., upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 11.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer, except as may be caused by the City, its agents and employees: (i) the presence of

any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Section 12.

Insurance.

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement and Throughout the Term of the Agreement.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(b) Construction.

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(ii) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory bases.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance.

When the Contractor undertakes any construction, including improvements, betterments and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(c) Term Of The Agreement.

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, noncontributory basis.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, noncontributory basis.

(d) Other Requirements.

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self-insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

Section 13.

Indemnification.

13.01 General Indemnity.

Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee", and collectively the "Indemnites") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnites in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be

designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however that Developer shall have no obligation to an Indemnitee arising from the gross negligence, wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's

offices for inspection, copying, audit and examination by an authorized representative of the City. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights.

Upon three (3) business days notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one (1) or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations of the Developer under this Agreement;

(b) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory

or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within ninety (90) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer in an amount in excess of Five Hundred Thousand Dollars (\$500,000) which remains unsatisfied or undischarged and in effect for ninety (90) days after such entry without a stay of enforcement or execution;

(g) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(h) the dissolution of either Developer;

(i) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within ninety (90) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(j) prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of either Developer without the prior written consent of the City.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten percent (10%) of the Developer's issued and outstanding shares of stock or membership interests, as the case may be.

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City

Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. An exception to this thirty (30) day cure period shall be for Developer's default under Section 8.20(a) hereof, for which Developer shall have a period of one year to come back into compliance or secure a new tenant acceptable to D.P.D.

Section 16.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit D hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any New Mortgage that the Developer may

hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of the "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D.

*Section 17.**Notice.*

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telescope or facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

If To Coyne:

Coyne American Institute, Inc.
1235 West Fullerton Avenue
Chicago, Illinois 60614
Attention: Russell T. Freeman

with copies to:

Acosta Kruse Raines & Zemenides, L.L.C.
One South Wacker Drive, Suite 3890
Chicago, Illinois 60606
Attention: Erika L. Kruse, Esq.

If To Smithfield:

Smithfield Properties XXXIII, L.L.C.
400 West Huron Street
Chicago, Illinois 60610
Attention: Robert Buono and W. Harris
Smith

with copies to:

Smithfield Properties, L.L.C.
400 West Huron Street
Chicago, Illinois 60610
Attention: General Counsel

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 18.

Miscellaneous.

18.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than one hundred eighty (180) days.

18.02 Entire Agreement.

This Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one (1) or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability.

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

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content reasonably satisfactory to the City.

18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D. or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City,

D.P.D. or the Commissioner in writing and in the reasonable discretion thereof without unreasonable delay. The Commissioner or other person designated by the Mayor of the City shall act for the City or D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment.

The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 and 8.26 hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure.

Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue And Consent To Jurisdiction.

If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs And Expenses.

In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a

"Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

In Witness Whereof, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Coyne American Institute, Inc.

By: _____

Its: _____

Smithfield Properties XXXIII, L.L.C.

By: _____

Its: _____

City of Chicago

By: _____

Commissioner,
Department of Planning
and Development

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Coyne American Institute, Inc., a Delaware corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Smithfield Properties XXXIII, L.L.C., an Illinois limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by the members of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

[(Sub)Exhibits "A", "C", "E", "F", "G" and "I" referred to in this
Coyne American Institute, Inc. Redevelopment Agreement
unavailable at time of printing.]

[(Sub)Exhibits "B", "D", "H", "J", "K" and "L" referred to in this Coyne American
Institute, Inc. Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Coyne American Institute, Inc.
Redevelopment Agreement)

T.I.F.-Funded Improvements.

Line Item	Cost
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
TOTAL:	

(Sub)Exhibit "D".
(To Coyne American Institute, Inc.
Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title
insurance policy issued by the Title Company as of the date hereof, but

only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel with respect to each of Coyne and Smithfield, subject to City approval.]

(Sub)Exhibit "H".

(To Coyne American Institute, Inc.
Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To be Retyped On The Developer's Counsel's Letterhead]

_____, _____.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City];

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other

violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois. [Note: include a reference to the laws of the state of incorporation/organization of the Developer, if other than Illinois.]

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion
of Developer's Counsel unavailable
at time of printing.]

(Sub)Exhibit "J".
(To Coyne American Institute, Inc.
Redevelopment Agreement)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of _____,
a _____ (the "Developer"), hereby certifies that with respect to that
certain _____ Redevelopment Agreement between the Developer and
the City of Chicago dated _____, ____ (the "Agreement"):

A. Applicable Developer Note. This Requisition Form is being submitted to
request payment from Available Incremental Taxes, if any, or such other source
of funds as may have been approved by further City Council action, with respect
to that certain Tax Increment Allocation Revenue Note issued by the City,
registered to the Developer and dated as of _____, 2004 (the "Developer Note").

B. Accrued Interest. Attached as Schedule 1 is a true, correct and complete
computation of the accrued interest to date on such Developer Note.

1. Enter sum of amounts on Schedule 1: \$ _____

C. Prior City Payments. To date, the City has made the following aggregate
payments of principal and interest on such Developer Note:

1. Principal paid to date: \$ _____

2. Interest paid to date: \$ _____

D. Amounts Due And Payable. Based on the City's payments to date, the amount due on such Developer Note as of the date hereof is:

1. Unpaid Principal: \$ _____
2. Unpaid Interest: \$ _____

E. Developer Payment Request. The Developer requests a payment in the amount of \$ _____.

F. Available Incremental Taxes. [This Section To Be Completed By The City] As of December 1, _____, the amount of Available Incremental Taxes for tax year _____, as determined by the City, was \$ _____. The City hereby approves a payment to the Developer from such Available Incremental Taxes in the amount of \$ _____, to be applied as follows:

1. Amount to be applied to the payment of previously accrued and unpaid interest: \$ _____
2. Amount to be applied to the payment of current accrued interest: \$ _____
3. Amount to be applied to the payment of principal: \$ _____

G. Unpaid Amount. [This Section To Be Completed By The City] After application of the reimbursement payment in accordance with Section F, the unpaid principal and interest with respect to such Developer Note shall be as follows:

1. Unpaid Principal: \$ _____
2. Unpaid Interest: \$ _____

H. Supporting Documents. Attached (applicable to all Requisition Form requests) is a certification from Developer as to the status of its compliance with its covenants under the Agreement.

I. Certifications. The Developer hereby certifies to the City that, as of the date hereof:

1. The total amount of the payment request represents the actual amounts due under the Developer Note, which amounts for costs, work, materials and/or services have not been previously reimbursed by the City. The Developer has approved all work, materials and/or services.

2. Except as set forth below, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all covenants contained therein (if true and correct, state "None").

3. The Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens.

4. No act or omission which, with the giving of notice or passage of time, or both, would constitute a Developer Event of Default, exists or has occurred.

5. No event has occurred which, under the terms of the Agreement or Limited Joinder, entitle the City to terminate the Developer Note, or to reduce the principal amount thereof, or to reduce payments (or claim a credit against payments due) thereunder, or otherwise modify the City's payment obligations with respect to such Developer Note.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____.

My commission expires: _____.

Agreed and Accepted:

Name

Title: _____

City of Chicago
Department of Planning and Development

[Schedule 1 referred to in this Requisition
Form unavailable at time of printing.]

(Sub)Exhibit "K".
(To Coyne American Institute, Inc.
Redevelopment Agreement)

Form Of Note.

Registered
Number R-1

Maximum Amount
\$ _____

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note (Coyne
American Institute, Inc. Redevelopment
Project), Taxable Series [A].

Registered Owner: Coyne American Institute, Inc.

Interest Rate: _____ per annum [twenty (20) year treasury bill rate + 300 basis
points, not to exceed nine percent (9%)]

Maturity Date: _____, _____ [twenty (20) years from issuance date]

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$_____ and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due March 1 of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or

draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$_____ for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Coyne American Institute, Inc. (the "Project"), which were constructed and installed in connection with the development of an approximately seventy-six thousand four hundred thirty (76,430) square foot two (2) story building in the Kinzie Industrial Corridor Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act") the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an ordinance adopted by the City Council of the City on _____, ____ (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note.

The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days

nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of _____, 2004 between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to acquire and have constructed the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of \$ _____ shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar

shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of

_____, _____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and
Paying Agent:

Comptroller of the
City of Chicago
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (_____) Redevelopment Project), Taxable Series [A], of the City of Chicago, Cook County, Illinois.

City Comptroller

Date: _____

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

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

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by: _____

City of Chicago
Department of Planning and Development

By: _____

Its: _____

Certificate Of Expenditure.

(Closing Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$_____ Tax Increment Allocation Revenue Note
(Coyne American Institute, Inc. Redevelopment Project,
Taxable Series [A]) (the "Redevelopment Note")

This Certification is submitted to you, as Registered Owner of the City Note, pursuant to the ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____, _____

(the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$_____, including the amount of this Certificate and less payment made on the Note.

In Witness Whereof, The City has caused this Certification to be signed on its behalf as of (Closing Date).

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

(Sub)Exhibit "L".
(To Coyne American Institute, Inc.
Redevelopment Agreement)

Form Of Subordination Agreement.

This subordination agreement ("Agreement") is made and entered into as of the _____ day of _____, _____ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

Witnesseth.

Whereas, Coyne American Institute, Inc. ("Coyne") and Smithfield Properties XXXIII, L.L.C. ("Smithfield") have entered into an Exchange and Purchase Agreement dated as of May 6, 2003 (the "Purchase Agreement"), pursuant to which Smithfield or its nominee will first acquire certain property located within the Kinzie Industrial Corridor Redevelopment Area at 330 North Green Street, Chicago, Illinois 606__ and legally described on (Sub)Exhibit A hereto (the "Property"). Smithfield will construct on the Property an approximately seventy-six thousand four hundred thirty (76,430) square foot two (2) story facility that will house Coyne's technical and vocational school, and a parking lot with one hundred forty (140) spaces (the "Facility"). Upon completion of the Facility, Coyne will acquire the Property in exchange for that certain property currently owned by Coyne located at 1235 West Fullerton Avenue, Chicago (the "Fullerton Property"). The Facility and related improvements are collectively referred to herein as the "Project"; and

Whereas, as part of obtaining financing for the Project, [Coyne] [Smithfield] and _____ ("Bank") (Coyne/Smithfield and the Bank collectively referred to herein as the "Borrower"), have entered into a certain Construction Loan Agreement dated as of _____ with the Lender pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed \$_____ (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated _____ and recorded _____ as document number _____ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents recorded _____ as document number _____ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, Coyne/Smithfield desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement," referred to herein along with various other agreements and documents related thereto as the "City Agreements");

Whereas, Pursuant to the Redevelopment Agreement, the Developer (as defined therein) will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.06, 8.14, 8.19, 8.20 and 8.21 of the Redevelopment Agreement (the "City Encumbrances");

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by

the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and Coyne/Smithfield's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago Department of Planning
and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with a copy to:

City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Lender:

Attention: _____

with a copy to:

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee

thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking
association]

By: _____

Its: _____

City of Chicago

By: _____

Its: _____

Commissioner,
Department of Planning
and Development

Acknowledged and Agreed to this _____ day of _____, 2004.

[Developer], a _____

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, he/she signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, _____.

Notary Public

My commission expires: _____

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of [Lender], a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, ____.

Notary

My commission expires: _____

[Seal]

[(Sub)Exhibit "A" referred to in this Form of Subordination
Agreement unavailable at time of printing.]

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS AND CANCELLATION OF WATER/
SEWER ASSESSMENTS FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred March 31, May 5 and 26, June 23 and July 21, 2004, sundry proposed ordinances transmitted therewith to authorize the issuance of free permits, license fee exemptions and cancellation of water/sewer assessments for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

Central Station Park.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue, and the Commissioner of Water Management, are hereby authorized and directed to issue all necessary permits, all on-site

water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Central Station Park for the construction of a park on the premises known as the east side of South Calumet Avenue south of the south line of East 18th Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Chicago Commons Association.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Commons Association, 3645 West Chicago Avenue, for the renovation of an existing facility to accommodate child care classrooms and a senior care program on the premises known as 3645 West Chicago Avenue.

Said building and other facilities shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Christ's Church Of Wrigleyville.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of the Department of Water Management are hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Christ's Church of Wrigleyville, 1242 West Addison Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of the necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

City First Foundation.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of the Department of Water Management are hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to City First Foundation, 1242 West Addison Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of the necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

The Clare At Water Tower, Inc.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to The Clare at Water Tower, Inc., 55 East Pearson Street, for a fifty-three (53) story, new construction of a senior residence building, which will include space for Loyola University on the lower floors on the premises known as 55 East Pearson Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Illinois Army National Guard.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of the Department of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Illinois Army National Guard, for the demolition of an existing structure and the new construction of a parking facility on the premises known as the east side of South Calumet Avenue north of the north line of East Cullerton Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Lakeview Presbyterian Church Of Chicago, Illinois.

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of the Department of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lakeview Prebyterian Church of Chicago, Illinois, 716 West Addison Street, for the renovation/construction on the premises known as 716 West Addison Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Lawndale Christian Development Corporation.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lawndale Christian Development Corporation, for rehabilitation on the premises known as 3622 West Cermak Road and 4123 -- 4125 West Cermak Road.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS.

Long Term Care.

*Norwegian Old People Home Society Of Chicago,
Doing Business As Norwood Park Home.*

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

SECTION 1. Pursuant to Section 4-96-060 of the Municipal Code of Chicago, the following sheltered care home facility, which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from payment of the Long Term Care Facility License fee (Code 1005) for the period beginning August 16, 2004 through August 15, 2005:

Norwegian Old People Home Society of Chicago,
doing business as Norwood Park Home
6016 North Nina Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Retail Food.

The Salvation Army.

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

SECTION 1. Pursuant to Section 4-344-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, The Salvation Army, 1025 West Sunnyside Avenue, is hereby exempted from the payment of the annual Retail Food (Class I) License fee provided therefor for the year ending August 15, 2005.

SECTION 2. This ordinance shall take effect upon its passage and publication.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

Anixter Center.
(1401 West Chase Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Anixter Center, 1401 West Chase Avenue (Account Number 444041-444041).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Anixter Center.
(7521 North Hoyne Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Anixter Center, 7521 North Hoyne Avenue (Account Number 444558-444558).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Anixter Center.
(2045 West Jarvis Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Anixter Center, 2045 West Jarvis Avenue (Account Number 444427-444427).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Anixter Center.
(1727 West North Shore Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Anixter Center, 1727 West North Shore Avenue (Account Number 429859-429859).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Chicago Sinai Congregation.
(11 West Delaware Place)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing, future and delinquent assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Chicago Sinai Congregation, 11 West Delaware Place (Account Number(s) 586166-586166 -- \$180.08, 586167-586166 -- \$124.89, 586166-586167 -- \$4.28).

SECTION 2. This ordinance shall take effect upon its passage and publication.

Chicago Sinai Congregation.
(15 West Delaware Place)
(Account Number 586166-586166)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Chicago Sinai Congregation, 15 West Delaware Place (Account Number 586166-586166, gross amount: \$106.33).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Chicago Sinai Congregation.
(15 West Delaware Place)
(Account Number 586167-586167)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other

ordinances of the City of Chicago to the contrary, assessed against Chicago Sinai Congregation, 15 West Delaware Place (Account Number 586167-586167, gross amount: \$124.89).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Christ Temple Church Of God.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$4,672.22, assessed against the Christ Temple Church of God, for their premises located at 5246 -- 5250 South Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Christ Universal Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Christ Universal Church, 9035 South Ashland Avenue (Account Number 576987-576987).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Community Christian Alternative Academy.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against the Community Christian Alternative Academy located at 1223 -- 1229 South Pulaski Road (Account Number 523143-523143) and 1231 -- 1239 South Pulaski Road (Account Number 523144-523144).

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Epiphany.
(2524 South Keeler Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Epiphany, 2524 South Keeler Avenue (Account Number 440445).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Epiphany.
(4227 West 25th Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Epiphany, 4227 West 25th Street (Account Number 440460).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

For Your Consciousness Ministries.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago, to the contrary, in the amount of \$1,808.05, assessed against the For Your Consciousness Ministries for their premises located at 1925 West 51st Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Good Shepherd.
(2719 South Kolin Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Good Shepherd, 2719 South Kolin Avenue (Account Number 440468).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Good Shepherd.
(2725 South Kolin Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Good Shepherd, 2725 South Kolin Avenue (Account Number 536844).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Good Shepherd.
(2733 South Kolin Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Good Shepherd, 2733 South Kolin Avenue (Account Number 440469).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Good Shepherd.
(2757 South Kolin Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Good Shepherd, 2757 South Kolin Avenue (Account Number 440470).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(3337 West Division Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$2,760.86, assessed against L.U.C.H.A., 3337 West Division Street (Account Number 510560-510560).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(2601 -- 2609 West Evergreen Avenue)
(Amount -- \$2,669.11)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$2,669.11, assessed against L.U.C.H.A., 2601 -- 2609 West Evergreen Avenue (Account Number 507875-507875).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(2601 -- 2609 West Evergreen Avenue)
(Amount -- \$2,869.11)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$2,869.11, assessed against L.U.C.H.A., 2601 -- 2609 West Evergreen Avenue (Account Number 507875-507875).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(2601 -- 2609 West Evergreen Avenue)
(Amount -- \$3,758.67)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the

contrary, in the amount of \$3,758.67, assessed against L.U.C.H.A., 2601 -- 2609 West Evergreen Avenue (Account Number 507875-507875).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(1456 North Rockwell Street)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$931.95, assessed against L.U.C.H.A., 1456 North Rockwell Street (Account Number 507745-507745).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(1414 -- 1418 North Washtenaw Avenue)
(Amount -- \$316.52)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$316.52, assessed against L.U.C.H.A., 1414 -- 1418 North Washtenaw Avenue (Account Number 507720-507720).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(1414 -- 1418 North Washtenaw Avenue)
(Amount -- \$481.48)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$481.48, assessed against L.U.C.H.A., 1414 -- 1418 North Washtenaw Avenue (507720-507720).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(1451 North Washtenaw Avenue)
(Amount -- \$208.78)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$208.78, assessed against L.U.C.H.A., 1451 North Washtenaw Avenue (Account Number 507748-507748).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Latin United Community Housing Association (L.U.C.H.A.).
(1451 North Washtenaw Avenue)
(Amount -- \$231.87)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$231.87 assessed against L.U.C.H.A., 1451 North Washtenaw Avenue (Account Number 507748-507748).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Leo High School.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City to the contrary, assessed against Leo High School, 901 -- 921 West 79th Street (Account Number 439349).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Light Of Christ.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of the City of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Light of Christ, 7045-7049-7055 North Western Avenue (Account Number 446188-446188 -- \$549.25) (current bill due date: April 14, 2004).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Our Lady Of Aglona.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Our Lady of Aglona, 2541 -- 2543 West Wabansia Avenue (Account Number 487767).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Peace United Tabernacle Church.
(8607 -- 8613 South Racine Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Peace United Tabernacle Church, 8607 -- 8613 South Racine Avenue (Account Number 439311-439311), (Account Balance: \$6,474.85).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Peace United Tabernacle Church.
(8613 South Racine Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Peace United Tabernacle Church, 8613 South Racine Avenue (Account Number 439311-439311).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Puerto Rican Cultural Center.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$192.55 assessed against Puerto Rican Cultural Center, 2739 -- 2741 West Division Street (Account Number 508094-508094).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Remnant Apostolic Ministries.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel

existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Remnant Apostolic Ministries, 702 North Lockwood Avenue (Account Number 698094-441855).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Agnes Of Bohemia.
(2641 South Central Park Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management, is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Agnes of Bohemia, 2641 South Central Park Avenue (Account Number 440442).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Agnes Of Bohemia.
(2651 -- 2659 South Central Park Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management, is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Agnes of Bohemia, 2651 -- 2659 South Central Park Avenue (Account Number 428415).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Agnes Of Bohemia.
(2653 -- 2659 South Central Park Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Agnes of Bohemia, 2653 -- 2659 South Central Park Avenue (Account Number 428415).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Agnes Of Bohemia.
(2658 South Central Park Avenue)

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Agnes of Bohemia, 2658 South Central Park Avenue (Account Number 537325).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

United Church Of Rogers Park.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of the Department of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against United Church of Rogers Park, 1545 West Morse Avenue (Account Number 440873-440873).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

EXEMPTION OF THE ARK FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Stone (50th Ward) exempting The Ark from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Special Events, the Commissioner of Police and Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Ark (Project Architect-Martin Kleinman), a not-for-profit Illinois corporation, relating to facilities at 6450 North California Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. The Ark, a not-for-profit Illinois corporation engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Ark shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of August 16, 2004 to August 15, 2005.

EXEMPTION OF LAURANCE ARMOUR DAY SCHOOL OF RUSH
UNIVERSITY MEDICAL CENTER FROM PAYMENT OF CITY
PERMIT, LICENSE AND INSPECTION FEES FOR
PERIOD ENDING AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting Laurance Armour Day School of Rush University Medical Center from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Laurance Armour Day School of Rush University Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 630 South Ashland Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Laurance Armour Day School of Rush University Medical Center, a not-for-profit Illinois corporation located at 630 South Ashland Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Laurance Armour Day School of Rush University Medical Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond August 15, 2005.

EXEMPTION OF CHICAGO HOUSING AUTHORITY FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting the Chicago Housing Authority from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Housing Authority (C.H.A.C.), a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 916 -- 1000 South Wabash Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Chicago Housing Authority (C.H.A.C.), a not-for-profit Illinois corporation located at 916 -- 1000 South Wabash Avenue, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago Housing Authority (C.H.A.C.) shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond December 31, 2005.

EXEMPTION OF CHICAGO SINAI CONGREGATION FROM
PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Chicago Sinai Congregation from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Sinai Congregation, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 11 -- 15 West Delaware Place.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purpose and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Chicago Sinai Congregation, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago Sinai Congregation shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2005.

EXEMPTION OF CONGREGATION KINS OF WEST ROGERS PARK
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Stone (50th Ward) exempting Congregation Kins of West Rogers Park from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Special Events, the Commissioner of Police and Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Congregation Kins of West Rogers Park, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2800 North North Shore Avenue (and all their locations).

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Congregation Kins of West Rogers Park, a not-for-profit Illinois corporation engaged in religious and education and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Congregation Kins of West Rogers Park shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of August 16, 2004 to August 15, 2005.

EXEMPTION OF DEBORAH'S PLACE AT 1742 NORTH MILWAUKEE
AVENUE FROM PAYMENT OF CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD ENDING
NOVEMBER 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak (32nd Ward) exempting Deborah's Place, 1742 North Milwaukee Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

Alderman Natarus 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 Deborah's Place, a homeless shelter, located at 1742 North Milwaukee Avenue, a not-for-profit Illinois corporation, engaged in bettering the lives of displaced or homeless women, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago.

SECTION 2. Deborah's Place, a homeless shelter located at 1742 North Milwaukee Avenue, shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for the period of November 16, 2004 through November 15, 2005.

EXEMPTION OF DEBORAH'S PLACE AT 1456 WEST OAKDALE
AVENUE FROM PAYMENT OF CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD
ENDING NOVEMBER 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Matlak (32nd Ward) exempting Deborah's Place, 1456 West Oakdale Avenue, from payment of all city permit, license and inspection fees for the period ending November 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

Alderman Natarus 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 Deborah's Place, a homeless shelter, located at 1456 West

Oakdale Avenue, a not-for-profit Illinois corporation, engaged in bettering the lives of displaced or homeless women, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago.

SECTION 2. Deborah's Place, a homeless shelter located at 1456 West Oakdale Avenue, shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for the period of November 16, 2004 through November 15, 2005.

EXEMPTION OF DE PAUL UNIVERSITY FROM PAYMENT OF
CITY PERMIT, LICENSE AND INSPECTION FEES FOR
PERIOD ENDING DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) and Alderman Matlak (32nd Ward) exempting DePaul University, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having

had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Executive Director of Construction and Permits are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to DePaul University, a not-for-profit Illinois corporation located at 2320 North Kenmore Avenue, related to the renovation, erection and maintenance of various building(s) and fuel storage facilities within its Lincoln Park Campus (see attached Appendix A).

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. DePaul University is a not-for-profit Illinois corporation with its Lincoln Park campus located at 2320 North Kenmore Avenue, engaged in cultural, educational and related activities and shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. DePaul University shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2005.

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

Appendix "A".

DePaul University Campus Buildings.

Building	Address
1050 West Fullerton Avenue	
1150 West Fullerton Avenue	

Building	Address
2315 North Kenmore Avenue	
990 West Fullerton Avenue	
Amate House	1022 West Belden Avenue
Athletic Center	2323 North Sheffield Avenue
Belden	1014 -- 1020 West Belden Avenue
Byrne Hall	2219 North Kenmore Avenue
Centennial Hall	2345 North Sheffield Avenue
Clifton/Fullerton	2350 North Clifton Avenue
Clifton Parking Deck	2330 North Clifton Avenue
Concert Hall	800 West Belden Avenue
Corcoran Hall	910 West Belden Avenue
Cortelyou Commons	2324 North Fremont Street
Courtside Apartments	2308 North Sheffield Avenue
Kenmore Properties	2319 and 2323 North Kenmore Avenue
LPC Maintenance Building (LPC Main)	935 West Belden Avenue
Francis X. McCabe Hall	900 West Belden Avenue
McGaw Hall	802 West Belden Avenue

Building	Address
McGowan Science Building	2325 North Clifton Avenue
Munroe Hall/Community Education Center (C.E.C.)	2312 North Clifton Avenue
Music Building	804 West Belden Avenue
Michael J. O'Connell Center	1036 West Belden Avenue
Racine Properties	2327, 2331, 2333, 2343 and 2347 North Racine Avenue
Ray Meyer Fitness and Recreation Center	2235 North Sheffield Avenue
Richardson Library	2350 North Kenmore Avenue
Saint Vincent DePaul Church	1010 West Webster Avenue
Sanctuary Hall	2358 North Sheffield Avenue
Schmitt Academic Center (S.A.C.)	2320 -- 2330 North Kenmore Avenue
Seton Hall	2425 North Sheffield Avenue
Sheffield Parking Facility	2331 North Sheffield Avenue
Sheffield Square	2318 -- 2326 North Sheffield Avenue
Irwin W. Stearns Center	2233 North Kenmore Avenue
Student Center	2250 North Sheffield Avenue
Theatre School	2135 North Kenmore Avenue
Theatre School Annex	2130 North Kenmore Avenue
Thomas Levan Center	2320 -- 2322 North Kenmore Avenue

Building	Address
University Hall	2345 North Clifton Avenue
Vincentian Residence	2233 North Kenmore Avenue
Vincentian Residence (Rosati)	2210 -- 2212 North Racine Avenue

EXEMPTION OF JEWISH FEDERATION OF METROPOLITAN
CHICAGO/J.F.M.C. FROM PAYMENT OF CITY PERMIT,
LICENSE AND INSPECTION FEES FOR PERIOD
ENDING AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Stone (50th Ward) and Alderman Natarus (42nd Ward) exempting the Jewish Federation of Metropolitan Chicago/J.F.M.C. from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Jewish Federation of Metropolitan Chicago/J.F.M.C., a not-for-profit Illinois corporation, related to the erection, renovation and maintenance of building(s) at 1 South Franklin Street/Ben Gurion Way.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. The Jewish Federation of Metropolitan Chicago/J.F.M.C., a not-for-profit Illinois corporation engaged in not-for-profit, charitable and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Jewish Federation of Metropolitan Chicago/J.F.M.C. shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of August 16, 2004 through August 15, 2005.

EXEMPTION OF NORTHWESTERN MEMORIAL HOSPITAL
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Northwestern Memorial Hospital (various locations) from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern Memorial Hospital, a not-for-profit Illinois corporation, related to the erection, renovation and maintenance of building(s) at the following locations: 251 East Huron Street, 201 East Huron Street, 215 East Chicago Avenue (Galter Carriage House), 320 East Huron Street, 150 East Huron Street, 259 East Erie Street, 401 East Erie Street, 333 East Superior Street, 46 East Chicago Avenue, 244 East Pearson Street (Worcester House), 240 East Ontario Street, 446 East Ontario Street, 676 North St. Clair Street, 710 North Fairbanks Court, 441 East Ontario Street, 200 East Superior Street, 212 East Superior Street, 216 East Superior Street, 222 East Superior Street and 250 East Superior Street/245 East Chicago Avenue (new women's hospital site).

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Northwestern Memorial Hospital, a not-for-profit Illinois corporation located 150 East Huron Street, 251 East Huron Street, 201 East Huron Street, 320 East Huron Street, 46 East Chicago Avenue, 215 East Chicago Avenue, 240 East Ontario Street, 446 East Ontario Street, 401 East Erie Street, 676 North St. Clair Street, 250 East Superior Street/245 East Chicago Avenue, 710 North Fairbanks Court, 441 East Ontario Street, 200 East Superior Street, 212 East Superior Street, 216 East Superior Street, 222 East Superior Street, 333 East Superior Street, 259 East Erie Street and 244 East Pearson Street, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Northwestern Memorial Hospital shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of August 16, 2004 through August 15, 2005.

EXEMPTION OF NORTHWESTERN MEMORIAL HOSPITAL/BERNICE
E. LAVIN CHILD CARE CENTER FROM PAYMENT OF
CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Northwestern Memorial Hospital/Bernice E. Lavin Child Care Center from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern Memorial Hospital/Bernice E. Lavin Child Care Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at 240 East Ontario Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Northwestern Memorial Hospital/Bernice E. Lavin Child Care Center, a not-for-profit Illinois corporation located at 240 East Ontario Street, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Northwestern Memorial Hospital/Bernice E. Lavin Child Care Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of August 16, 2004 through August 15, 2005.

EXEMPTION OF RESURRECTION MEDICAL CENTER FROM
PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION
FEES FOR PERIOD ENDING AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Doherty (41st Ward) exempting Resurrection Medical Center from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Resurrection Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 7435 West Talcott Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Resurrection Medical Center, a not-for-profit Illinois corporation located at 7435 West Talcott Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Resurrection Medical Center shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond August 15, 2005.

EXEMPTION OF RESURRECTION RETIREMENT COMMUNITY
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD
ENDING AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Doherty (41st Ward) exempting the Resurrection Retirement Community (various locations) from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Resurrection Retirement Community, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 7260 West Peterson Avenue, 7262 West Peterson Avenue, 7264 West Peterson Avenue, 7266 West Peterson Avenue and 7268 West Peterson Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Resurrection Retirement Community, a not-for-profit Illinois corporation located at 7260 West Peterson Avenue, 7262 West Peterson Avenue, 7264 West Peterson Avenue, 7266 West Peterson Avenue and 7268 West Peterson Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Resurrection Retirement Community shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond August 15, 2005.

EXEMPTION OF THE SALVATION ARMY HARBOR LIGHT CENTER
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
DECEMBER 31, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting The Salvation Army Harbor Light Center from payment of all city permit, license and inspection fees for the period ending December 31, 2004, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Salvation Army Harbor Light Center, on the premises known as 1515 West Monroe Street.

Said building(s) and all appurtenances thereto shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Salvation Army Harbor Light Center, a not-for-profit Illinois corporation located at 1515 West Monroe Street, engaged in humanitarian and educational related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Salvation Army Harbor Light Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond December 31, 2004.

EXEMPTION OF SOCIETY FOR THE DANISH OLD PEOPLE'S
HOME FROM PAYMENT OF CITY PERMIT, LICENSE
AND INSPECTION FEES FOR PERIOD
ENDING AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Doherty (41st Ward) exempting the Society for the Danish Old People's Home from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Society for the Danish Old People's Home, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 5656 North Newcastle Avenue and 5658 North Newcastle Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Society for the Danish Old People's Home, a not-for-profit Illinois corporation located at 5658 North Newcastle and 5658 North Newcastle Avenue engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Society for the Danish Old People's Home shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond August 15, 2005.

EXEMPTION OF THE UNIVERSITY OF CHICAGO HOSPITALS
FROM PAYMENT OF CITY PERMIT, LICENSE AND
INSPECTION FEES FOR PERIOD ENDING
AUGUST 15, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hairston (5th Ward) exempting The University of Chicago Hospitals (various locations) from payment of all city permit, license and inspection fees for the period ending August 15, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all change of officer fees -- non-police (ex-president Steven H. Lipstein and ex-secretary Laura C. Fogt) and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The University of Chicago Hospitals, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities listed on Exhibit A attached hereto and made a part hereof.

Said building(s) and appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The University of Chicago Hospitals, a not-for-profit Illinois corporation engaged in medical, educational and related activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection for inspection fees.

SECTION 3. The University of Chicago Hospitals shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period of August 16, 2004 through August 15, 2005.

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

Exhibit "A".

*Properties Of The University Of Chicago Hospitals
And Health System (Owned/Leased)*

Rubloff ICU Tower	5824 South Drexel Boulevard
Brain Surgery Research Pavilion	5812 South Ellis Avenue
Abbott Memorial Hall	947 East 58 th Street
Peck Pavilion	5812 South Drexel Boulevard
Wyler Children's Hospital	5837 South Maryland Avenue
Armour Clinical Research	5824 South Ellis Avenue
Franklin McLean Institute	5824 South Ellis Avenue
Radiation Oncology	5824 South Ellis Avenue

Goldblatt Memorial Hospital	5840 South Ellis Avenue
Hicks McElwee Hospital	970 East 59 th Street
Carlson Animal Research	949 East 58 th Street
Billings Hospital	950 East 59 th Street
Bob Roberts Memorial Hospital	920 East 59 th Street
Gilman Smith Hospital	5835 South Drexel Boulevard
Goldblatt Pavilion	860 East 59 th Street
Chicago Lying-in Hospital	5841 South Maryland Avenue
Parking Structure	5840 South Maryland Avenue
Bernard A. Mitchell Hospital	5815 South Maryland Avenue
MRI Facility	947 East 58 th Street
Duchossois Center for Advanced Medicine	5758 South Maryland Avenue
Regional Doctor's Offices	7131-A South Jeffrey Boulevard
Regional Doctor's Offices	8811 South Stony Island Avenue
Regional Doctor's Offices	1301 East 47 th Street
Windemere Clinic	5549 South Cornell Avenue
South Shore Senior	7101 South Exchange Avenue
Lake Park Dialysis	1531 East Hyde Park Boulevard
Stony Island Dialysis	8721 South Stony Island Avenue
Woodlawn Dialysis	1164 East 55 th Street
Carmed	322 South Green Street

QV, Inc.	222 North LaSalle Street, 2 nd Floor
Internal Audit	5634½ South Maryland Avenue
General Purpose	5440 South Drexel Boulevard
General Purpose	5633 South Maryland Avenue
Windmere Dental	5549 South Cornell Avenue
Friends Center	800 East 55 th Street
Englewood Friends Center	5843 South Western Avenue
UCH Academy	800 East 55 th Street

EXEMPTION OF VICTORY GARDENS THEATER FROM PAYMENT
OF CITY PERMIT, LICENSE AND INSPECTION FEES
FOR PERIOD ENDING JULY 21, 2005.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Victory Gardens Theater from payment of all city permit, license and inspection fees for the period ending July 21, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire and the Executive Director of Construction and Permits are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Victory Gardens Theater, a not-for-profit Illinois corporation, located at 2257 North Lincoln Avenue related to the renovation, erection and maintenance of their building at 2433 North Lincoln Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of

the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Victory Gardens Theater, a not-for-profit Illinois corporation engaged in the presentation of musical or theatrical works and related community activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Victory Gardens Theater shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond July 21, 2005.

AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT LICENSES
AND PERMITS, FREE OF CHARGE, TO SAINT TURIBIUS
CHURCH FOR CONDUCT OF PARISH BLOCK PARTY.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of all necessary licenses and permits, free of charge, in conjunction with Saint Turibius Church Parish Block Party (referred July 21, 2004), having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Turibius Church for a parish block party to be held September 18, 2004 on the premises known as 5646 South Karlov Avenue.

Said special event shall be used exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR WAIVER, CANCELLATION AND RELEASE
OF DEMOLITION LIENS AT VARIOUS LOCATIONS FOR
BICKERDIKE REDEVELOPMENT CORPORATION.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred sundry proposed ordinances transmitted herewith to authorize the waiver, cancellation and release of demolition liens for Bickerdike Redevelopment Corporation and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

539 North Monticello Avenue.

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized to waive, cancel and release demolition lien(s) in the amount of \$4,119.00 entered against Bickerdike Redevelopment Corporation, et al., for property located at 539 North Monticello Avenue (Permanent Index Number 16-11-125-008, Document/Case Number 92756391).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

541 North Monticello Avenue.

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

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized to waive, cancel and release demolition lien(s) in the amount of \$5,747.74 entered against Bickerdike Redevelopment Corporation, et al., for property located at 541 North Monticello Avenue (Permanent Index Number 16-11-125-007, Document/Case Number 95244176).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

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 Or Invoice Number And Type Of Inspection	Amount
Chicago Sinai Congregation 11 West Delaware Place	F4-402624 (Mech. Vent.)	\$ 165.00
Evangelical Lutheran Church of America 8765 West Higgins Road	B3-401623 (Pub. Place of Assemb.)	120.00
	B3-401624 (Pub. Place of Assemb.)	120.00
	B3-401625 (Pub. Place of Assemb.)	120.00
	B3-401626 (Pub. Place of Assemb.)	120.00
	B3-401627 (Pub. Place of Assemb.)	120.00
	B3-401628 (Pub. Place of Assemb.)	120.00
	B3-401629 (Pub. Place of Assemb.)	120.00
	B3-401656 (Pub. Place of Assemb.)	120.00
	B3-401657 (Pub. Place of Assemb.)	120.00

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Name And Address	Warrant Or Invoice Number And Type Of Inspection	Amount
	B3-401658 (Pub. Place of Assemb.)	\$ 120.00
Morgan Park Academy 2153 West 111 th Street	3131 (Elev./Boiler)	1,565.00
Ridge Historical Society 10621 South Seeley Avenue	B3-401279 (Pub. Place of Assemb.)	120.00
Vivekananda Vedanta Society 5419 South Hyde Park Boulevard	B1-401808 (Bldg.)	160.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND
NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 29823 through
29840 of this *Journal*.]

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	SECOND DISTRICT	1/01/2004	1741.90
AGUILERA	POLICE OFFICER	THIRD DISTRICT	6/10/2004	550.50
AGUILERA	POLICE OFFICER	BOMB AND ARSON SECTION	1/18/2004	369.60
AGUINAGA	POLICE OFFICER	CENTRAL DETENTION SECTION	4/19/2004	371.51
ALAMIN	POLICE OFFICER	FIRST DISTRICT	2/29/2004	599.76
ALGARIN	POLICE OFFICER	FIFTEENTH DISTRICT	5/03/2004	644.75
ALVERIO	POLICE OFFICER	FOURTEENTH DISTRICT	5/02/2004	907.32
ALVERIO	POLICE OFFICER	FOURTEENTH DISTRICT	5/15/2004	632.98
AMADOR	POLICE OFFICER	NARCOTICS SECTION	1/24/2004	27.00
ANDERSON	POLICE OFFICER	FIFTH DISTRICT	5/24/2004	283.00
ANDERSON	POLICE OFFICER	SIXTH DISTRICT	4/10/2004	109.00
ANDREWS	POLICE OFFICER	FIRST DISTRICT	6/08/2004	253.26
ANERINO	POLICE OFFICER	FOURTEENTH DISTRICT	4/08/2004	330.20
ARMSTRONG	POLICE OFFICER	SECOND DISTRICT	7/29/2003	358.60
ASHFORD	POLICE OFFICER	SIXTH DISTRICT	5/04/2004	1019.00
BAEZ	POLICE OFFICER	FOURTH DISTRICT	5/27/2004	387.00
BANKS	POLICE OFFICER	SECOND DISTRICT	5/09/2002	2908.72
BANKS	POLICE OFFICER	FIFTH DISTRICT	4/23/2004	19.00
BANSLEY	POLICE OFFICER	EIGHTH DISTRICT	4/18/2004	1394.00
BAR	POLICE OFFICER	TELEPHONE DISTRICT	12/27/2003	252.00
BARBER	POLICE OFFICER	SEVENTEENTH DISTRICT	5/23/2004	292.80
BARTH-FLYNN	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/2004	1296.42
BATISTE	POLICE OFFICER	SECOND DISTRICT	3/24/2004	803.00
BAUMANN	POLICE OFFICER	ELEVENTH DISTRICT	8/02/2003	423.50
BAUMANN	POLICE OFFICER	ELEVENTH DISTRICT	4/21/2004	220.00
BEAM	POLICE OFFICER	SEVENTEENTH DISTRICT	5/27/2004	95.04
BELLUMINI	POLICE OFFICER	MARINE UNIT	5/28/2004	837.49
BENDEL	POLICE OFFICER	FIFTEENTH DISTRICT	2/05/1999	1986.00
BENIGNO	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	7/08/2003	16356.86
BENIGNO	POLICE OFFICER	EIGHTEENTH DISTRICT	3/19/2004	1200.80
BENVENUTI-NOTO	POLICE OFFICER	UNKNOWN	5/13/2004	323.00
BERTI	POLICE OFFICER	SEVENTEENTH DISTRICT	5/24/2004	362.00
BEVAN	POLICE OFFICER	SEVENTEENTH DISTRICT	3/29/1987	2410.00
BIELFELDT	POLICE OFFICER	FOURTEENTH DISTRICT	2/20/2003	519.00
BIRD	POLICE OFFICER	NINTH DISTRICT	5/04/2004	966.10
BLAS	POLICE OFFICER	TENTH DISTRICT	4/28/2004	248.00
BLASZ	POLICE OFFICER	FOURTEENTH DISTRICT	3/14/2004	346.12
BLASZCZYK	POLICE OFFICER	EIGHTH DISTRICT	4/16/2004	1427.72
BOND-KLEUMUNDT	POLICE OFFICER	SIXTEENTH DISTRICT	4/14/2002	1001.00
BONITAZI	POLICE OFFICER	NINETEENTH DISTRICT	6/19/2004	1399.44
BOROFF	POLICE OFFICER	SEVENTEENTH DISTRICT	5/04/2004	398.40
BOSTON	POLICE OFFICER	SEVENTEENTH DISTRICT	1/30/2004	319.00
BOYLAN	POLICE OFFICER	SEVENTEENTH DISTRICT	6/17/2003	1972.00
BRADFIELD	POLICE OFFICER	RECRUIT TRAINING	6/02/2004	718.00
BREEDLOVE	POLICE OFFICER	CENTRAL DETENTION SECTION	5/01/2004	1063.18
BROADWAY	POLICE OFFICER	SECOND DISTRICT	4/29/2004	1930.81
BRONSKI	POLICE OFFICER	EIGHTH DISTRICT	10/29/2003	4414.60
BROWNAN	POLICE OFFICER	THIRTEENTH DISTRICT	6/05/2004	180.00
BROWN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/04/2003	230.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BROWN	POLICE OFFICER	SECOND DISTRICT	3/08/2003	3252.00
BROWN-MCGUIRE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/14/2003	74.00
BUBACZ	POLICE OFFICER	SIXTH DISTRICT	1/26/2004	186.00
BUCKLEY	POLICE OFFICER	NINETEENTH DISTRICT	7/06/2004	420.14
BURKE	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/09/2004	215.80
BURKE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/07/2004	319.26
BURKE	POLICE OFFICER	EIGHTH DISTRICT	9/22/2003	594.84
BURKE	POLICE OFFICER	TWELFTH DISTRICT	6/13/2004	424.40
BURNS	POLICE OFFICER	SIXTH DISTRICT	5/13/2004	381.80
BYK	POLICE OFFICER	ELEVENTH DISTRICT	5/30/2004	381.30
CABRALSE	POLICE OFFICER	SECOND DISTRICT	12/15/2003	274.00
CALLAGHAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	590.84
CALLAHAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/22/2002	326.20
CALVIN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	1/23/2004	585.64
CAMARILLO	POLICE OFFICER	ELEVENTH DISTRICT	7/26/2003	45.00
CAMARILLO JR	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/28/2004	359.80
CAMPBELL	POLICE OFFICER	SECOND DISTRICT	6/02/2004	842.44
CAMPBELL	POLICE OFFICER	SIXTH DISTRICT	6/14/2004	815.60
CARASQUILLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/10/2004	1546.79
CARDEN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/01/2004	350.70
CAREY	POLICE OFFICER	ELEVENTH DISTRICT	6/21/2004	630.30
CARRILLO	POLICE OFFICER	FIFTH DISTRICT	1/28/2004	67.20
CARROLL	POLICE OFFICER	FOURTH DISTRICT	3/22/2004	424.17
CARTER	POLICE OFFICER	FOURTH DISTRICT	5/20/2004	108.93
CASEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/17/2004	2054.33
CASTILLO	POLICE OFFICER	FOURTEENTH DISTRICT	6/29/2004	1016.63
CELEDON	POLICE OFFICER	NINTH DISTRICT	1/24/2001	100.00
CERVANTES	POLICE OFFICER	ELEVENTH DISTRICT	4/30/2004	1348.20
CERVENY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/26/2004	236.50
CHLIPALA	POLICE OFFICER	FIFTH DISTRICT	5/20/2004	649.00
CHOPP	POLICE OFFICER	SEVENTH DISTRICT	6/27/2004	319.91
CIKULIN	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	5/19/2004	20.00
CLINKSCALES	POLICE OFFICER	FIFTH DISTRICT	6/19/2004	802.22
COBB	POLICE OFFICER	ELEVENTH DISTRICT	7/14/2000	11.00
COLEMAN	POLICE OFFICER	THIRD DISTRICT	5/10/2004	2993.50
COLEMAN	POLICE OFFICER	RECRUIT TRAINING	4/24/2004	829.63
COLON	POLICE OFFICER	TWELFTH DISTRICT	4/25/2004	3426.80
COLON	POLICE OFFICER	ELEVENTH DISTRICT	12/12/2003	198.00
CONNOLLY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/06/2004	1184.00
CONWAY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/13/2004	1139.80
CORDOVA	POLICE OFFICER	THIRD DISTRICT	6/03/2004	674.63
CORFIELD	POLICE OFFICER	TWELFTH DISTRICT	6/16/2004	359.00
COSTELLO-CZUBERNAT	POLICE OFFICER	SEVENTH DISTRICT	2/23/1999	393.00
CRESPO	POLICE OFFICER	THIRTEENTH DISTRICT	8/09/1995	64.00
CROSS	POLICE OFFICER	FIFTH DISTRICT	7/12/2004	449.00
CROSS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	5/24/2004	1738.78
CRUZ	POLICE OFFICER	TWENTIETH DISTRICT	8/17/2003	809.00
CULVER-JOYCE	POLICE OFFICER	TENTH DISTRICT	3/11/2004	988.63
CUNNINGHAM	POLICE OFFICER		6/04/2004	1169.70

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DAHLBERG	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/20/2004	1469.73
DAHMS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/2004	160.00
DANGLEY	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	5/11/2004	1502.39
DARCY	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/12/2004	972.60
DAVIS-ELIAS	POLICE OFFICER	FIRST DISTRICT	4/28/2004	45.00
DAY	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/06/2004	516.74
DEACRUZ	POLICE OFFICER	SIXTEENTH DISTRICT	6/01/2004	4223.54
DELBOSQUE	POLICE OFFICER	SECOND DISTRICT	5/18/2004	263.00
DEMBOWSKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/30/2002	95.79
DICKENS	POLICE OFFICER	SEVENTEENTH DISTRICT	3/30/2004	413.00
DIFRANCO	POLICE OFFICER	SIXTH DISTRICT	6/10/2004	621.99
DISTEL	POLICE OFFICER	FIFTEENTH DISTRICT	12/03/2003	158.00
DIXON	POLICE OFFICER	BOMB AND ARSON SECTION	7/11/1997	1284.00
DOIG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/14/2004	886.49
DOMAGALA	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	7/09/2004	1205.92
DONOHUE	POLICE OFFICER	UNKNOWN	7/14/1988	642.23
DOTSON	POLICE OFFICER	FIRST DISTRICT	5/10/2004	47.00
DUBINSKI	POLICE OFFICER	FIFTH DISTRICT	6/03/2002	309.00
DWYER	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/18/2003	304.99
DZIERZYNSKI	POLICE OFFICER	TWELFTH DISTRICT	5/17/2004	81.00
ECHEVARRIA	POLICE OFFICER	SIXTEENTH DISTRICT	4/13/2004	275.99
EDINGSBURG	POLICE OFFICER	MARINE UNIT	5/26/2004	409.30
EDWARDS	POLICE OFFICER	SECOND DISTRICT	10/26/2003	140.00
EGAN	POLICE OFFICER	RECRUIT TRAINING	3/03/2004	2870.00
EILAND	POLICE OFFICER	NINTH DISTRICT	12/24/1998	4028.77
ESTER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/19/2004	239.12
EVERETT	POLICE OFFICER	EIGHTH DISTRICT	3/11/2004	1598.80
FAHEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/04/2004	329.02
FARLEY	POLICE OFFICER	FOURTH DISTRICT	4/22/2004	128.00
FEENEY	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	4/25/1992	646.00
FENNER	POLICE OFFICER	FIRST DISTRICT	10/14/2003	2694.80
FEREK	POLICE OFFICER	FIRST DISTRICT	12/28/2001	74.00
FERNANDEZ	POLICE OFFICER	MOUNTED UNIT	6/09/2004	2959.60
FERRARO	POLICE OFFICER	NINETEENTH DISTRICT	3/07/2004	438.90
FINDYSZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/01/2003	4263.75
FINLON	POLICE OFFICER	SECOND DISTRICT	11/12/2003	429.00
FINNIGAN	POLICE OFFICER	EIGHTH DISTRICT	2/06/2004	168.63
FIORITO	POLICE OFFICER	TWELFTH DISTRICT	6/16/2004	150.00
FISHER	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/01/2004	1186.00
FLEMING	POLICE OFFICER	FIFTEENTH DISTRICT	7/30/2003	2486.00
FLEMING	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/26/2004	15.00
FOGLE	POLICE OFFICER	TWELFTH DISTRICT	5/15/2004	1216.04
FORSELL	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/01/2004	22660.94
FOWLER	POLICE OFFICER	THIRD DISTRICT	4/17/2004	37.00
FOWLER	POLICE OFFICER	FIFTH DISTRICT	6/14/2004	1219.89
FOWLER-WARD	POLICE OFFICER	EIGHTH DISTRICT	7/26/2000	422.34
FRANCIS	POLICE OFFICER	SIXTH DISTRICT	7/08/2004	21.00
FRANK	POLICE OFFICER	SEVENTH DISTRICT	7/03/2003	1528.00
		RECRUIT TRAINING	5/24/2004	712.61

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FRANKS ROBERT D	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	10/02/2003	419.00
FRANKS ROBERT D	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	10/10/2003	1047.00
FRAUSTO DANIEL	POLICE OFFICER	ELEVENTH DISTRICT	11/11/2003	224.70
FREAR GARY	POLICE OFFICER	RECRUIT TRAINING	4/08/2004	641.88
FUENTES HECTOR M	POLICE OFFICER	EIGHTH DISTRICT	3/25/2004	776.00
FUNDAREK TIMOTHY J	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/06/2004	2319.00
GADE LAWRENCE R	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/24/2002	301.00
GADOMSKI RAYMOND A	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/12/2004	1160.63
GAINES TESSA M	POLICE OFFICER	SIXTH DISTRICT	10/11/1994	331.00
GAJI TIFFANY S	POLICE OFFICER	THIRD DISTRICT	7/01/2004	220.50
GALLARDO SAUL	POLICE OFFICER	EIGHTH DISTRICT	6/07/2004	288.01
GAMBLE YOLANDA K	POLICE OFFICER	SIXTH DISTRICT	4/09/2004	3572.51
GANEZ ISRAEL	POLICE OFFICER	RECRUIT TRAINING	5/10/2004	252.00
GANCARCZYK CRAIG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/28/2003	190.85
GARCIA ENRIQUE	POLICE OFFICER	SEVENTEENTH DISTRICT	10/09/2003	10884.41
GARCIA JOSE J	POLICE OFFICER	SEVENTEENTH DISTRICT	6/24/2004	553.87
GARIBAY GREGORY	POLICE OFFICER	FOURTH DISTRICT	2/13/2004	929.00
GARZA ROBERT	POLICE OFFICER	SEVENTH DISTRICT	5/26/2004	618.80
GASPAR ELADIO	POLICE OFFICER	TENTH DISTRICT	11/19/2003	40.00
GAYTAN JOSE L	POLICE OFFICER	ELEVENTH DISTRICT	2/25/2003	2268.45
GEORGE ELLIS R	POLICE OFFICER	SIXTH DISTRICT	5/11/2004	306.50
GEORGE MARK A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/13/2003	60.00
GEYER KEVIN	POLICE OFFICER	FIFTEENTH DISTRICT	6/17/2004	1142.23
GHORBANIAN GEORGE	POLICE OFFICER	FIFTEENTH DISTRICT	6/02/2002	1828.76
GIBSON NAOMI F	POLICE OFFICER	THIRD DISTRICT	6/05/2004	375.00
GILMORE HORACE	POLICE OFFICER	CENTRAL DETENTION SECTION	6/18/2004	91.98
GIULIANI GREG M	POLICE OFFICER	TWENTIETH DISTRICT	9/24/2003	100.00
GLINSKI SEAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/02/2003	327.60
GLOVER KENNETH D	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/12/2004	1248.00
GLYNN-JOHNSON MARY M	POLICE OFFICER	FIRST DISTRICT	3/04/2004	2382.50
GODINEZ MANUEL	POLICE OFFICER	NARCOTICS SECTION	5/26/2004	1154.74
GOLOSINSKI MARK	POLICE OFFICER	ELEVENTH DISTRICT	1/06/2004	244.00
GOMEZ JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	6/22/2002	124.60
GONZALEZ FRANK	POLICE OFFICER	SEVENTH DISTRICT	9/27/2003	4625.25
GONZALEZ JACINTO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/16/2004	102.93
GONZALEZ JOSE A	POLICE OFFICER	THIRTEENTH DISTRICT	10/31/2001	75.00
GONZALEZ SERGIO	POLICE OFFICER	ELEVENTH DISTRICT	3/19/2002	51.10
GORDON BRUCE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/21/2003	1686.00
GORMAN THOMAS	POLICE OFFICER	SEVENTH DISTRICT	4/29/2004	617.60
GRABOWSKI HENRY	POLICE OFFICER	FOURTH DISTRICT	9/25/2003	46.00
GRAFFIS MICHAEL P	POLICE OFFICER	TWELFTH DISTRICT	5/21/2004	15806.13
GRAJEWSKI RICHARD	POLICE OFFICER	ELEVENTH DISTRICT	4/03/2004	2289.00
GRANDY KENNETH L	POLICE OFFICER	TWENTIETH DISTRICT	9/28/1999	18.00
GRANDY RON D	POLICE OFFICER	NINETEENTH DISTRICT	3/23/2001	13.00
GREER AMINA	POLICE OFFICER	SECOND DISTRICT	3/26/2004	768.47
GREGOIRE JOHN D	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/23/2004	7248.36
GRIFFIN MAX	POLICE OFFICER	UNKNOWN	6/18/1998	128.41
GRINING ROBERT W	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	9/04/2003	699.25
GROSS-WHARTON KARYN	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/03/2003	77.70

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CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	**** UNIT OF ASSIGNMENT ****	DATE INJURED	VOUCHER TOTAL
GRUZAS	POLICE OFFICER	SEVENTEENTH DISTRICT	10/31/1993	240.00
GURKAN	POLICE OFFICER	ELEVENTH DISTRICT	11/09/2003	97.00
GUY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/13/2004	1958.90
GUZMAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/30/2004	830.05
HABIAK	POLICE OFFICER	THIRD DISTRICT	3/08/2004	90.00
HAJDU	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/01/2004	601.64
HALEEM	POLICE OFFICER	EIGHTH DISTRICT	6/05/2004	1162.07
HALEEM	POLICE OFFICER	EIGHTH DISTRICT	9/29/2004	330.10
HALLIHAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/23/2004	1054.33
HAMILIN	POLICE OFFICER	RECRUIT TRAINING	12/13/2003	188.50
HAMILTON	POLICE OFFICER	SIXTH DISTRICT	3/10/2004	163.00
HANLEY	POLICE OFFICER	FOURTH DISTRICT	1/17/2004	25510.89
HANSEN	POLICE OFFICER	EIGHTH DISTRICT	10/09/2002	8884.70
HARB	POLICE OFFICER	ELEVENTH DISTRICT	11/29/2003	100.00
HARNEDY	POLICE OFFICER	NINTH DISTRICT	9/07/2000	166.23
HARRIS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/09/2003	100.00
HARTZ	POLICE OFFICER	FIFTH DISTRICT	1/23/2003	415.10
HATTENBERGER	POLICE OFFICER	FOURTEENTH DISTRICT	9/28/2002	190.00
HAUSER	POLICE OFFICER	SEVENTEENTH DISTRICT	2/24/2004	56.00
HAWKINS	POLICE OFFICER	EIGHTH DISTRICT	6/07/2004	434.00
HAWKINS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/02/2003	242.90
HAWTHORNE	POLICE OFFICER	THIRD DISTRICT	4/30/2004	170.00
HAYES	POLICE OFFICER	EIGHTH DISTRICT	1/17/2003	112.00
HEGER	POLICE OFFICER	SECOND DISTRICT	5/19/2004	77.70
HERNANDEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/02/2004	626.11
HERNANDEZ	POLICE OFFICER	TENTH DISTRICT	11/28/2003	40.00
HERNANDEZ	POLICE OFFICER	TENTH DISTRICT	5/21/2004	503.80
HERRERA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/28/2004	138.00
HERRERA	POLICE OFFICER	FOURTEENTH DISTRICT	3/27/2004	248.00
HICKS	POLICE OFFICER	ELEVENTH DISTRICT	6/19/2004	144.00
HICKS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	1020.65
HITZ	POLICE OFFICER	RECRUIT TRAINING	1/15/2004	4913.13
HNATUSKO	POLICE OFFICER	FOURTH DISTRICT	2/18/2004	1877.00
HOARD	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	10/23/2003	289.57
HOFFMAN	POLICE OFFICER	UNKNOWN	1/18/2004	209.00
HOFFMAN	POLICE OFFICER	UNKNOWN	6/11/2004	468.00
HOLDER	POLICE OFFICER	FIFTEENTH DISTRICT	5/17/2004	26.00
HOLDWACH	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/16/2004	494.44
HORTON	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/02/2004	87.97
HORTON	POLICE OFFICER	SIXTH DISTRICT	12/16/2003	1674.00
HOSY	POLICE OFFICER	FOURTH DISTRICT	5/28/2004	1231.69
HUGH	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	6/22/2000	89.00
HUNTOWSKI	POLICE OFFICER	FIFTH DISTRICT	12/28/2003	684.00
HURLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	6/18/2004	585.33
HUTCHESON	POLICE OFFICER	ELEVENTH DISTRICT	7/03/2004	39.00
HUTCHESON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/07/2004	626.30
HUTCHESON	POLICE OFFICER	RECRUIT TRAINING	9/05/2001	84.32
HUTCHESON	POLICE OFFICER	THIRTEENTH DISTRICT	8/21/2003	590.75
HYBL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/23/2004	545.20

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ITHAL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/29/2004	403.84
IVKOVICH	POLICE OFFICER	EIGHTH DISTRICT	2/27/2003	290.00
IVY	POLICE OFFICER	SECOND DISTRICT	4/14/2004	2880.00
JACKSON	POLICE OFFICER	EIGHTEENTH DISTRICT	6/18/2004	256.41
JACKSON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/03/2000	143.92
JACKSON	POLICE OFFICER	THIRD DISTRICT	9/10/1994	577.94
JACOBS	POLICE OFFICER	FIFTH DISTRICT	3/19/2004	1454.00
JANKAUSKIS	POLICE OFFICER	FOURTH DISTRICT	7/07/2004	370.90
JANUS	POLICE OFFICER	FOURTEENTH DISTRICT	3/05/2004	3127.90
JAROS	POLICE OFFICER	EIGHTH DISTRICT	5/29/2004	215.80
JEFFERSON	POLICE OFFICER	EIGHTH DISTRICT	5/09/2004	1003.00
JENKINS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/2004	7160.00
JERNIGAN	POLICE OFFICER	FOURTH DISTRICT	6/25/2004	361.50
JOHNSON	POLICE OFFICER	NINTH DISTRICT	6/22/2004	304.00
JOHNSON	POLICE OFFICER	THIRD DISTRICT	1/13/2004	369.00
JOHNSON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/28/2002	126.70
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	4/22/2004	1961.75
JOHNSON	POLICE OFFICER	NINETEENTH DISTRICT	6/04/2004	587.50
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	3/27/1992	1143.60
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	8/25/1997	370.00
JOHNSON-SHELBY	POLICE OFFICER	SECOND DISTRICT	6/03/2004	3023.65
JONES	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/25/2003	1207.00
JONES	POLICE OFFICER	FIFTH DISTRICT	2/16/2004	133.63
JONES	POLICE OFFICER	SEVENTH DISTRICT	12/13/2002	1397.00
JONES	POLICE OFFICER	FIFTH DISTRICT	7/06/1999	62.75
JONES	POLICE OFFICER	FIRST DISTRICT	11/26/2002	930.00
JONES	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/09/2004	11321.96
JONES	POLICE OFFICER	FIFTH DISTRICT	11/23/1999	290.25
JONES	POLICE OFFICER	FIFTEENTH DISTRICT	6/02/2004	562.50
JONES	POLICE OFFICER	FIFTH DISTRICT	5/20/2004	124.00
JORITZ	POLICE OFFICER	FOURTH DISTRICT	6/07/2004	566.73
KACZYNSKI	POLICE OFFICER	TENTH DISTRICT	12/19/2003	3262.00
KALAFUT	POLICE OFFICER	FIRST DISTRICT	6/26/2004	752.00
KAPUGI	POLICE OFFICER	FIRST DISTRICT	5/23/2004	579.80
KARCEWSKI	POLICE OFFICER	RECRUIT TRAINING	5/23/2004	471.60
KARSHNA	POLICE OFFICER	FIFTEENTH DISTRICT	6/24/2004	1339.99
KARSHNA	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	2/17/2004	197.08
KEANE-MAPLES	POLICE OFFICER	EIGHTEENTH DISTRICT	9/28/2003	465.63
KEENAN	POLICE OFFICER	NINTH DISTRICT	5/08/2004	1042.59
KELNOSKY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/09/2004	1171.10
KESSEL	POLICE OFFICER	ELEVENTH DISTRICT	6/25/2004	1941.90
KILLACKEY III	POLICE OFFICER	ELEVENTH DISTRICT	6/05/2004	271.00
KING	POLICE OFFICER	SIXTH DISTRICT	8/02/2002	73.50
KING	POLICE OFFICER	SEVENTEENTH DISTRICT	2/15/2004	276.00
KING	POLICE OFFICER	SECOND DISTRICT	6/18/2004	998.98
KINSELLA	POLICE OFFICER	RECRUIT TRAINING	4/16/2004	74.00
KIRKILAS	POLICE OFFICER	NINTH DISTRICT	10/26/2000	30.00
KLINE	POLICE OFFICER	FIFTH DISTRICT	6/04/2004	602.99
KOCONIS	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	5/10/2004	144.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KOLOVITZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/11/2004	361.20
KONTIARSKI	POLICE OFFICER	RECRUIT TRAINING	10/15/2003	4204.00
KOS	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/22/2004	341.00
KOSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/29/1998	244.00
KOSZOLA	POLICE OFFICER	THIRTEENTH DISTRICT	5/28/2004	520.00
KOZACK	POLICE OFFICER	FIRST DISTRICT	7/25/2003	2807.60
KRAMER	POLICE OFFICER	EIGHTEENTH DISTRICT	4/05/2004	64.00
KRIV	POLICE OFFICER	FIFTEENTH DISTRICT	3/09/2000	222.35
KRKLUS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/02/2004	136.00
KROSKI	POLICE OFFICER	SIXTEENTH DISTRICT	6/20/2004	1041.09
KUHAR	POLICE OFFICER	FIFTEENTH DISTRICT	5/10/2004	1352.42
KUSINSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/30/2003	300.00
KUSSMANN	POLICE OFFICER	THIRTEENTH DISTRICT	1/21/2004	1444.00
KUZMANOVSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/11/2003	673.58
KWIATEK	POLICE OFFICER	FOURTEENTH DISTRICT	4/04/2004	438.10
LABONTE	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	7/21/2003	31.00
LACNY	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	5/24/2004	459.70
LADUZINSKY	POLICE OFFICER	ELEVENTH DISTRICT	5/22/2003	3014.95
LALLY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/03/2004	2915.03
LANGE	POLICE OFFICER	FIFTEENTH DISTRICT	4/28/2004	1444.50
LAPPE	POLICE OFFICER	THIRD DISTRICT	6/10/2004	77.70
LAROSA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/07/2003	599.53
LATSOS	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/1988	940.00
LAWSON	POLICE OFFICER	EIGHTH DISTRICT	9/15/1999	1280.00
LAZARO	POLICE OFFICER	EIGHTH DISTRICT	5/01/2004	257.59
LEAVY	POLICE OFFICER	EIGHTH DISTRICT	5/23/2004	457.00
LEE	POLICE OFFICER	SEVENTH DISTRICT	8/25/2003	1396.80
LEVI	POLICE OFFICER	FOURTEENTH DISTRICT	6/15/2004	1043.42
LEWIS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/18/2004	880.12
LIAKOPOULOS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	2/11/2000	346.50
LIBERTI	POLICE OFFICER	THIRD DISTRICT	3/28/2004	837.41
LIPINSKI	POLICE OFFICER	SIXTH DISTRICT	3/13/2003	1747.00
LISS	POLICE OFFICER	FIFTEENTH DISTRICT	5/15/2004	871.00
LOBIANCO	POLICE OFFICER	VICE CONTROL SECTION	4/28/2004	487.13
LOCONSOLE	POLICE OFFICER	SIXTEENTH DISTRICT	7/07/2004	159.00
LOPEZ	POLICE OFFICER	ELEVENTH DISTRICT	6/01/2004	189.00
LOPEZ	POLICE OFFICER	ELEVENTH DISTRICT	5/13/2004	1024.90
LUCCA	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/27/2004	1475.50
MACK	POLICE OFFICER	FOURTEENTH DISTRICT	6/20/2004	218.89
MADDEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/02/2004	3208.20
MADISON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/28/2004	471.53
MALDONADO	POLICE OFFICER	NINETEENTH DISTRICT	6/12/2004	787.70
MALKOWSKI	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	8/18/2003	22.70
MARTENS	POLICE OFFICER	SEVENTH DISTRICT	5/26/2004	1070.07
MARTIN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/18/2004	62.00
	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	4/05/2004	666.00
	POLICE OFFICER	FOURTEENTH DISTRICT	6/15/2004	209.00
	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/13/2002	1034.00
	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/08/2004	2899.14

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARTIN	POLICE OFFICER	SECOND DISTRICT	3/31/2004	2062.00
MARTIN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/18/2003	482.30
MARTINEZ	POLICE OFFICER	TENTH DISTRICT	6/03/2004	263.00
MASON	POLICE OFFICER	SEVENTH DISTRICT	6/06/2004	151.20
MASON	POLICE OFFICER	FIFTEENTH DISTRICT	5/30/2004	449.60
MASSOLLE	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/18/2003	1206.00
MATLOCK-HORTON	POLICE OFFICER	SIXTH DISTRICT	3/11/2004	435.70
MATTERA	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	2/01/2004	8224.06
MAXWELL	POLICE OFFICER	UNKNOWN	8/11/2003	729.75
MAYNARD	POLICE OFFICER	TWENTIETH DISTRICT	3/30/2004	96.60
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/1997	6963.89
MCCAIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/07/2004	30.00
MCCANN-DOUCHEE	POLICE OFFICER	THIRD DISTRICT	9/21/2003	1542.00
MCCORMACK	POLICE OFFICER	EIGHTEENTH DISTRICT	5/27/2004	556.16
MCCORMICK	POLICE OFFICER	SECOND DISTRICT	12/17/2003	102.00
MCCORMICK	POLICE OFFICER	SECOND DISTRICT	4/06/2004	1279.88
MCDERMOTT	POLICE OFFICER	SIXTEENTH DISTRICT	5/18/2004	2260.50
MELRATH	POLICE OFFICER	CENTRAL DETENTION SECTION	6/13/1995	1336.11
MELRATH	POLICE OFFICER	SEVENTH DISTRICT	5/26/1998	118.09
MCGORRY	POLICE OFFICER	ELEVENTH DISTRICT	5/13/2004	36.00
MCKAMEY	POLICE OFFICER	SIXTEENTH DISTRICT	6/21/2004	211.00
MCMAHON	POLICE OFFICER	SIXTH DISTRICT	5/12/2004	559.95
MCWILLIAMS	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/21/2004	1579.90
MEDENICA	POLICE OFFICER	FIFTH DISTRICT	6/02/2004	1621.58
MEDINA	POLICE OFFICER	FOURTEENTH DISTRICT	6/11/2003	455.20
MESCALL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/18/2004	1812.40
METTE	POLICE OFFICER	FOURTEENTH DISTRICT	4/30/2004	827.15
MIKES	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	6/09/2004	2269.14
MILNER	POLICE OFFICER	NINETEENTH DISTRICT	2/18/2004	110.08
MILUCIN	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/2003	4527.00
MOLONEY	POLICE OFFICER	ELEVENTH DISTRICT	4/03/2004	61.60
MONTELONGO	POLICE OFFICER	FIFTH DISTRICT	6/23/1998	481.06
MOONCOTCH	POLICE OFFICER	SEVENTH DISTRICT	5/13/2004	1870.00
MOORE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/27/2003	1570.02
MOORE-POWELL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/20/2004	355.24
MORGAN	POLICE OFFICER	THIRD DISTRICT	7/01/2003	354.40
MORGAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/31/2004	1055.20
MORIN	POLICE OFFICER	FOURTH DISTRICT	6/19/2004	1280.27
MORRIS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/13/2004	448.16
MOSES-HUGHES	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	11/03/2000	60.00
MROZEK	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/23/2004	561.60
MUHAMMAD	POLICE OFFICER	STAFF SERVICES - ADMINISTRATIO	1/20/2004	210.00
MULLEN	POLICE OFFICER	FIFTH DISTRICT	6/24/2004	601.90
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	70089.09
MURPHY	POLICE OFFICER	MOUNTED UNIT	6/15/2004	77.70
MURTAUGH	POLICE OFFICER	RECRUIT TRAINING	5/30/2004	16959.79
MYSLIWIEC	POLICE OFFICER	FOURTH DISTRICT	5/16/2003	395.49
NAPOLEITANO	POLICE OFFICER	FIFTEENTH DISTRICT	3/28/2004	249.00
		SIXTEENTH DISTRICT	4/15/2004	34.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NASH	POLICE OFFICER	SIXTEENTH DISTRICT	9/11/2004	630.80
NASZKE	POLICE OFFICER	FIFTEENTH DISTRICT	3/04/2004	170.00
NATIVIDAD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/11/2004	1475.35
NEARY	POLICE OFFICER	NINTH DISTRICT	9/21/2004	117.00
NEARY	POLICE OFFICER	FOURTEENTH DISTRICT	6/23/2004	289.00
NEELIGAN	POLICE OFFICER	FIRST DISTRICT	1/23/1991	60.00
NESSSEL	POLICE OFFICER	FIFTH DISTRICT	6/03/2004	223.20
NICHOLS	POLICE OFFICER	SECOND DISTRICT	6/14/2004	763.20
NODI	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/20/2003	2827.50
NORBERG	POLICE OFFICER	SEVENTEENTH DISTRICT	3/13/2004	2106.98
NORLING	POLICE OFFICER	THIRTEENTH DISTRICT	7/17/2002	139.03
NOVALEZ	POLICE OFFICER	TWENTIETH DISTRICT	6/16/2004	407.19
NOVAK	POLICE OFFICER	FIFTEENTH DISTRICT	7/04/2004	308.00
NOVAK-FOLEY	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/1986	180.00
NYKIEL	POLICE OFFICER	FOURTEENTH DISTRICT	5/08/2004	637.45
OBRIEN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/2004	349.94
OCAMPO	POLICE OFFICER	TRAINING DIVISION	6/03/2004	256.00
OCASIO	POLICE OFFICER	THIRD DISTRICT	6/29/2003	2250.00
OLEN	POLICE OFFICER	RECRUIT TRAINING	1/02/2004	2935.00
OLSEN	POLICE OFFICER	TENTH DISTRICT	7/09/2004	1935.50
OLSON	POLICE OFFICER	SEVENTEENTH DISTRICT	4/03/2004	263.00
OLSZESKI	POLICE OFFICER	SIXTEENTH DISTRICT	9/18/2004	594.12
OMACHI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/10/1999	54.00
OROWSKI	POLICE OFFICER	RECRUIT TRAINING	3/11/2004	314.60
ORTIZ	POLICE OFFICER	EIGHTH DISTRICT	2/17/2004	952.53
ORTIZ	POLICE OFFICER	NINTH DISTRICT	3/28/2004	36.00
OSKAVAREK	POLICE OFFICER	EIGHTH DISTRICT	11/22/2003	368.00
OSWALD	POLICE OFFICER	TENTH DISTRICT	3/17/2004	170.00
PALMER	POLICE OFFICER	TWELFTH DISTRICT	4/13/2004	1100.00
PALUCH	POLICE OFFICER	RECRUIT TRAINING	9/29/2004	774.09
PANEK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/11/2004	20915.41
PAPPONE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/30/2000	232.92
PARHAM	POLICE OFFICER	NINETEENTH DISTRICT	6/10/2004	944.93
PARIDA	POLICE OFFICER	EIGHTEENTH DISTRICT	8/27/2002	4321.10
PECORA	POLICE OFFICER	TENTH DISTRICT	6/06/2004	390.50
PECORA	POLICE OFFICER	EIGHTEENTH DISTRICT	11/16/2002	432.00
PERDUE	POLICE OFFICER	SEVENTH DISTRICT	5/02/2004	245.52
PEREZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/26/2003	40.00
PEREZ-SORIA	POLICE OFFICER	TENTH DISTRICT	4/28/2004	240.24
PEREZ-SORIA	POLICE OFFICER	FOURTEENTH DISTRICT	8/18/1997	1217.00
PERKINS	POLICE OFFICER	ELEVENTH DISTRICT	8/31/1998	384.00
PERUSICH	POLICE OFFICER	SEVENTH DISTRICT	5/16/2003	4904.08
PET	POLICE OFFICER	EIGHTH DISTRICT	1/11/2002	42.00
PHILBIN	POLICE OFFICER	SEVENTEENTH DISTRICT	3/30/2004	1121.61
PICCO	POLICE OFFICER	RECRUIT TRAINING	4/22/2004	1099.63
PINAL	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	2/19/2004	3830.20
PODGOINY	POLICE OFFICER	TENTH DISTRICT	9/09/2002	379.80
PODLO	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	6/16/2000	160.69
		EIGHTEENTH DISTRICT	6/27/2003	48.30

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***** EMPLOYEE NAME *****	***** RANK *****	**** UNIT OF ASSIGNMENT ****	DATE INJURED	VOUCHER TOTAL
POOLE	POLICE OFFICER	FIRST DISTRICT	2/22/2004	269.60
PRICE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/21/2004	245.46
PRICE	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/04/2003	283.00
PRIETO	POLICE OFFICER	TENTH DISTRICT	10/24/2000	41.30
PRIETO	POLICE OFFICER	SECOND DISTRICT	9/28/2004	3474.71
PRINGLE	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/19/2000	67.34
PROANO	POLICE OFFICER	NINETEENTH DISTRICT	4/29/2004	1467.00
QUEZADA	POLICE OFFICER	RECRUIT TRAINING	10/03/2003	475.00
QUEZADA	POLICE OFFICER	RECRUIT TRAINING	9/03/2004	10876.18
GUINN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/27/2004	314.80
RAMIREZ	POLICE OFFICER	FOURTEENTH DISTRICT	6/19/2004	790.12
RAMIREZ	POLICE OFFICER	TENTH DISTRICT	5/29/2004	603.15
RAMIREZ	POLICE OFFICER	TWELFTH DISTRICT	1/29/2004	1295.80
RAMOS	POLICE OFFICER	NINTH DISTRICT	4/02/2004	1629.00
REBECCI	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/13/2004	33.00
REED	POLICE OFFICER	FIFTH DISTRICT	6/14/2004	649.97
REIDY	POLICE OFFICER	EIGHTH DISTRICT	11/18/2003	2838.80
REYNO	POLICE OFFICER	FOURTEENTH DISTRICT	5/08/2004	2465.40
REYNOSO	POLICE OFFICER	ELEVENTH DISTRICT	6/11/2004	31.00
RICHARD-KAMALU	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	4/12/2003	106.40
RICHARDSON	POLICE OFFICER	TWENTIEH DISTRICT	6/16/2004	319.90
RIFPERT	POLICE OFFICER	NINETEENTH DISTRICT	12/10/2003	534.85
RIGGIO	POLICE OFFICER	JUVENILE COURT	1/23/2004	457.08
RIVERA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/22/2004	501.44
RIVERA	POLICE OFFICER	FIFTEENTH DISTRICT	3/01/2004	612.67
RIVERA	POLICE OFFICER	TWELFTH DISTRICT	9/30/2000	218.60
RIVERA	POLICE OFFICER	EIGHTEENTH DISTRICT	11/11/2003	286.00
ROBERTS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/31/2004	2021.20
ROBERTS	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/2004	1986.42
ROBINSON	POLICE OFFICER	THIRD DISTRICT	6/20/1997	5191.47
RODENBURG	POLICE OFFICER	EIGHTH DISTRICT	5/29/2004	215.80
RODENBURG	POLICE OFFICER	EIGHTH DISTRICT	6/21/2004	172.20
RODRIGUEZ	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/2004	484.50
RODRIGUEZ	POLICE OFFICER	FIRST DISTRICT	1/28/2004	64.00
RODRIGUEZ	POLICE OFFICER	ELEVENTH DISTRICT	1/26/2004	503.40
RODRIGUEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/01/2004	668.50
RODRIGUEZ	POLICE OFFICER	NINETEENTH DISTRICT	4/29/2004	1254.33
RODRIGUEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/02/2004	390.00
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	11/27/1999	23.00
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	4/25/2004	112.00
ROGERS	POLICE OFFICER	FOURTH DISTRICT	7/06/2004	359.50
ROLSTON	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	7/20/2003	1655.48
ROMANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/26/2003	1220.00
ROMALES	POLICE OFFICER	RECRUIT TRAINING	5/07/2004	3760.98
ROSELLINI	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/2004	751.76
ROSITO	POLICE OFFICER	ELEVENTH DISTRICT	3/12/2004	11.00
ROSITO	POLICE OFFICER	ELEVENTH DISTRICT	5/13/2004	129.57
ROSS	POLICE OFFICER	THIRD DISTRICT	5/13/2004	1928.10
SALINAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/07/2004	210.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SALTIERAL	LUIS P	POLICE OFFICER	8/03/2003	2444.28
SAMANAS	RICHARD R	POLICE OFFICER	6/08/2004	553.00
SAMPAT	SAHARAT	POLICE OFFICER	3/18/2004	53.95
SAMPSON	MICHAEL D	POLICE OFFICER	7/03/2003	213.00
SAMPSON	WAYNE	POLICE OFFICER	5/10/2004	270.00
SANCHEZ	MICHAEL	POLICE OFFICER	6/15/2004	1095.52
SANCHEZ	RICARDO	POLICE OFFICER	2/01/2004	1684.60
SARLO	DOMINIC	POLICE OFFICER	10/03/2003	93.00
SCATENA	PETER	POLICE OFFICER	5/24/2004	1022.47
SCHAEFER	RUSSELL O	POLICE OFFICER	1/23/2004	1025.61
SCHENJAL	WILLIAM E	POLICE OFFICER	6/19/2004	1627.80
SCHNOTALA	KENNETH	POLICE OFFICER	2/15/1992	1572.20
SCHODTLER	JAMES	POLICE OFFICER	2/18/2003	2003.61
SCHOEN	GREGORY T	POLICE OFFICER	8/02/2003	86.80
SEBASTIAN	CLINTON	POLICE OFFICER	12/12/2003	230.00
SEPULVEDA	DAVID M	POLICE OFFICER	6/12/2004	64.00
SHELDON	CLORY	POLICE OFFICER	5/29/2004	77.70
SHIRAHAMA	GLEN	POLICE OFFICER	3/24/2004	1777.84
SICILIANO	MICHAEL J	POLICE OFFICER	3/26/2004	997.00
SILVA	ANTONIO	POLICE OFFICER	6/09/2004	377.50
SILVA	VERONICA G	POLICE OFFICER	3/26/2004	256.54
SIMON	JOSEPH G	POLICE OFFICER	6/23/2004	698.20
SINGLETON	IRENE	POLICE OFFICER	5/13/2004	118.01
SINGLETON	SHAWN T	POLICE OFFICER	5/30/2004	2497.30
SMITH	MARTIN S	POLICE OFFICER	5/24/2004	1023.99
SMITH	WENDY D	POLICE OFFICER	6/12/2003	1018.30
SMITH-HOLMES	NECOLE	POLICE OFFICER	6/08/2004	196.00
SOBCHVNSKI	ELIZABETH	POLICE OFFICER	5/14/1998	217.00
SOIL	VAN T	POLICE OFFICER	4/01/2004	46.00
SOTO	LOUIS	POLICE OFFICER	5/04/2004	301.46
SOTO	RICHARD	POLICE OFFICER	3/25/2004	144.00
SPAUDING	MICHAEL C	POLICE OFFICER	6/28/2004	204.00
STAMPLEY	ERIC E	POLICE OFFICER	12/13/2000	498.00
STANCIL	ELAIN	POLICE OFFICER	8/04/2001	15.00
STEWART	LAWRENCE	POLICE OFFICER	3/11/2004	136.00
STORIE	BRIAN A	POLICE OFFICER	10/20/2001	30.00
STRANSKI	THOMAS G	POLICE OFFICER	11/27/2001	1475.80
STRAUSS	KIRK A	POLICE OFFICER	6/02/2004	9472.33
STRELCHYK	GREGORY	POLICE OFFICER	5/07/2004	27.02
SUCHOCKI	CARL M	POLICE OFFICER	6/16/2004	513.00
SUKALO	TINA M	POLICE OFFICER	6/08/2004	144.00
SULLIVAN	JOHN	POLICE OFFICER	6/21/2004	1102.10
SUSA	TINA	POLICE OFFICER	6/21/2004	979.60
SUTTER	FRANCIS J	POLICE OFFICER	9/20/2003	1864.00
SWAINE	DANIEL	POLICE OFFICER	6/06/2004	1728.20
SWALINA	DAVID	POLICE OFFICER	6/04/2004	996.81
SWINKLE	GERALD	POLICE OFFICER	4/15/2004	1379.93
SZPARKOWSKI	DEBRA J	POLICE OFFICER	10/23/1997	176.00
TARARA	JAMES	POLICE OFFICER	9/13/2004	897.97

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*****	EMPLOYEE NAME *****	RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TAYIM	DANIAL	POLICE OFFICER	NINTH DISTRICT	3/28/2004	36.00
TAYLOR	LLOYD	POLICE OFFICER	UNKNOWN	9/27/1976	271.00
TAYLOR	ROBERT E	POLICE OFFICER	EIGHTEENTH DISTRICT	7/03/2004	40.00
TENCZA	DAVID	POLICE OFFICER	NINTH DISTRICT	8/08/2003	60.00
THOMAS	JOHNATHAN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/16/2004	76.00
THOMPSON	LISA	POLICE OFFICER	FOURTH DISTRICT	5/30/2004	224.50
THOMPSON	MALCOLM	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/12/2004	89.00
THURMAN	CLIFTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/08/2004	1385.66
THURMOND	HUGO	POLICE OFFICER	SEVENTH DISTRICT	3/18/2004	1054.63
TIEDJE	EDWARD C	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/29/1986	692.00
TOBIN	KELLY	POLICE OFFICER	NINETEENTH DISTRICT	6/26/2004	1543.34
TORRES	ARTURO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/15/2003	166.50
TORRES	EDDIE J	POLICE OFFICER	UNKNOWN	3/14/2004	2038.20
TORRES	ROY F	POLICE OFFICER	THIRTEENTH DISTRICT	8/20/2003	1165.00
TORRES	THOMAS E	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/2004	479.71
TOUSSAS	CHARLES J	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	2/26/2004	1398.00
TOWN	DANIEL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/19/2004	351.30
TOWNSEND	JOSEPH I	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/11/2001	94.00
TRAHANAS	JOHN E	POLICE OFFICER	FIFTEENTH DISTRICT	1/22/1988	6520.54
TRAYLOR	KENSHIRA	POLICE OFFICER	INTELLIGENCE SECTION	5/28/2004	1660.16
TREACY	BRIAN	POLICE OFFICER	EIGHTH DISTRICT	3/31/2003	393.80
TREACY	ESTEBAN P	POLICE OFFICER	EIGHTH DISTRICT	9/23/2003	230.00
TRUJILLO	RONALD	POLICE OFFICER	SIXTEENTH DISTRICT	5/26/2004	928.12
TURNER	RONALD	POLICE OFFICER	EIGHTH DISTRICT	2/18/2003	144.75
TURNER	RUBY J	POLICE OFFICER	EIGHTH DISTRICT	10/13/2003	209.99
TURNER	THOMAS L	POLICE OFFICER	SIXTH DISTRICT	10/22/2003	668.00
TURNER	VERNAL	POLICE OFFICER	FIFTH DISTRICT	10/21/2001	236.00
UCZEN	MARK	POLICE OFFICER	EIGHTEENTH DISTRICT	5/23/2004	367.38
VALDEZ-CORNEJO	BARBARA	POLICE OFFICER	SEVENTEENTH DISTRICT	5/29/2004	1280.32
VAN DYKE	JASON D	POLICE OFFICER	FOURTH DISTRICT	5/30/2004	662.50
VANVEGTEN	ANDRE H	POLICE OFFICER	NINTH DISTRICT	6/17/2003	475.00
VARGAS	GAIL V	POLICE OFFICER	EIGHTH DISTRICT	1/08/1997	11494.87
VAUGHN	CAROLL A	POLICE OFFICER	FOURTH DISTRICT	9/01/2004	999.64
VERDIN	ROBERTO F	POLICE OFFICER	FIFTH DISTRICT	1/08/2004	75.00
VILLA	DANIEL	POLICE OFFICER	THIRD DISTRICT	4/18/2004	2998.07
VITELLARO	MICHAEL A	POLICE OFFICER	NINTH DISTRICT	4/17/2004	238.49
VOGEL	MARTIN A	POLICE OFFICER	SIXTEENTH DISTRICT	2/26/2004	1954.00
VONKONDRAT	ERIC M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/06/2003	5332.00
WALSH	JOSEPH	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/09/2004	454.30
WALSH	MICHAEL	POLICE OFFICER	EIGHTH DISTRICT	12/26/2003	319.00
WALSH	MICHAEL	POLICE OFFICER	EIGHTH DISTRICT	5/09/2004	231.00
WALSH	PATRICIA L	POLICE OFFICER	EIGHTH DISTRICT	5/25/2004	139.00
WALSH	THOMAS	POLICE OFFICER	TENTH DISTRICT	4/10/2004	36.00
WALTHALL	MARCUS K	POLICE OFFICER	NINETEENTH DISTRICT	4/02/2004	320.00
WALTHALL	MARCUS K	POLICE OFFICER	THIRD DISTRICT	5/10/2004	418.88
WALTON	LINDA	POLICE OFFICER	FIFTEENTH DISTRICT	4/28/2004	32.00
WARD	AARON A	POLICE OFFICER	SIXTH DISTRICT	11/27/2003	73.50
WARNKE	JOSEPH P	POLICE OFFICER	EIGHTEENTH DISTRICT	3/27/2004	94.84
WATERS	MILTON	POLICE OFFICER	FIFTH DISTRICT	5/04/2000	134.68

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WATSON	JOSEPH G	POLICE OFFICER	4/26/2004	2475.50
WATSON	RICHARD A	POLICE OFFICER	5/21/2004	7656.53
WATTS	RONALD	POLICE OFFICER	9/21/2003	65.00
WEATHERSBY-LEE	KAREN	POLICE OFFICER	10/23/2003	10411.49
WEBER	ROBERT K	POLICE OFFICER	6/02/2004	803.09
WEBER	JEFFERY E	POLICE OFFICER	10/24/2003	180.00
WELLER	CHRISTOPHER T.	POLICE OFFICER	6/13/2004	663.66
WHARRY	GWEN	POLICE OFFICER	3/08/1997	358.00
WHITE	PETER G	POLICE OFFICER	5/18/2004	459.00
WHITMORE	ROY L	POLICE OFFICER	6/08/2004	338.20
WIEDENSKI	JELENA	POLICE OFFICER	11/20/2003	2336.00
WILKE	RAYMOND H	POLICE OFFICER	10/13/2003	165.00
WILKE	RAYMOND H	POLICE OFFICER	1/01/2004	362.00
WILLEMS	LAWRENCE E	POLICE OFFICER	4/16/2004	198.73
WILLIAMS	ALISHA	POLICE OFFICER	10/08/2003	641.70
WILLIAMS	MELISSA A	POLICE OFFICER	4/24/2004	906.35
WILLIAMS	RONNIE R	POLICE OFFICER	2/03/2004	11.00
WILLIAMS JR	ALFRED L	POLICE OFFICER	3/27/2004	4863.66
WILLIAMSON	MICHAEL P	POLICE OFFICER	1/08/2004	1380.00
WILSON	GRETTA	POLICE OFFICER	1/06/1999	2048.00
WILSON	ROBERT	POLICE OFFICER	2/29/2004	250.00
WINSTROM	ERIC W	POLICE OFFICER	5/21/2004	1828.00
WISELOMEL	SETH T	POLICE OFFICER	10/01/2003	39.00
WOJTKIEWICZ	COREY A	POLICE OFFICER	5/04/2004	583.00
WOZNIAK	KIMBERLY D	POLICE OFFICER	6/08/2004	1036.00
WRIGHT	LEE	POLICE OFFICER	12/30/2002	130.00
WRONSKI	ERNEST M	POLICE OFFICER	5/03/2002	128.00
YANEZ	BRUCE	POLICE OFFICER	3/06/2004	2063.25
YAVERSKI	CARLOS	POLICE OFFICER	3/28/2004	2064.90
YOUNG	BRIAN T	POLICE OFFICER	7/24/2003	107.00
YU	BRUCE	POLICE OFFICER	7/16/2003	1861.52
ZANDERS	JIMMY	POLICE OFFICER	2/21/2004	209.00
ZAPATA	JERRY	POLICE OFFICER	5/10/2004	489.65
ZAVAS	JOSHUA	POLICE OFFICER	6/03/2004	250.00
ALEXANDER	ANDRES JR	POLICE OFFICER	4/16/2004	797.28
ALVARADO	JAMES	PARAMEDIC	12/22/2003	199.50
ANDRADE	ARTURO	PARAMEDIC	12/17/2003	2919.16
ANBELMINI	MARK	FIREFIGHTER	2/28/2004	17823.64
ARROYO	GERALD	FIREFIGHTER	10/04/2002	1076.00
BAILEY	CHRISTOPHER	ENGINEER	4/12/2004	2658.77
BALDACC	THOMAS	FIREFIGHTER	9/08/2002	296.10
BARBER	JOSEPH	PARAMEDIC	3/04/2004	2940.63
BARBER	GENNARD	FIREFIGHTER	10/13/2003	1128.00
BARTGEN	GENNARD	FIREFIGHTER	4/12/1998	846.07
BARTGEN	JOHN R	CAPTAIN	11/29/1998	245.00
BASIC	WILLIAM	PARAMEDIC	3/03/2004	834.75
BEAUDOIN	BRIAN	FIREFIGHTER	10/27/2003	64.00
BEAUDOIN	RICHARD L	PARAMEDIC	2/18/2004	336.42
BEAUDOIN	RICHARD L	PARAMEDIC	3/25/2004	3852.50

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BEDALOW	LIEUTENANT	TRUCK 44	10/29/2003	194.60
BENSON	POLICE OFFICER	UNKNOWN	2/19/2004	611.52
BISCHAK	FIREFIGHTER	ENGINE COMPANY 127	2/19/2004	44.00
BOTTGER	ENGINEER	ENGINE COMPANY 118	3/23/2004	99.52
BOTTGER	FIREFIGHTER	ENGINE COMPANY 28	3/02/2004	3958.15
BRADFORD	FIREFIGHTER	ENGINE COMPANY 23	7/20/1999	761.60
BREAUX	PARAMEDIC	SQUAD 3	8/03/2003	11881.45
BRUNO	LIEUTENANT	ENGINE COMPANY 162	2/13/2004	998.82
BUMBUL	FIREFIGHTER	TRUCK 8	2/25/2001	97.00
CALES	FIREFIGHTER	ENGINE COMPANY 8	4/09/1983	750.00
CAPONERA	FIREFIGHTER	UNKNOWN	3/19/2004	437.20
CARABALLO	PARAMEDIC	AMBULANCE 3	3/13/2004	1573.00
CARROLL	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	1/31/2004	1329.76
CARROLL	FIREFIGHTER	UNKNOWN	5/27/2003	91.00
CASEY	LIEUTENANT	ENGINE COMPANY 99	3/14/2004	656.50
CHRISTY	FIREFIGHTER	TRUCK 44	4/27/2004	105.00
CISSAU	LIEUTENANT	ENGINE COMPANY 56	7/30/2003	16700.33
CIRA	FIREFIGHTER	ENGINE COMPANY 123	5/12/2004	244.00
COLLINS	LIEUTENANT	ENGINE COMPANY 84	12/27/1999	262.28
COMITO	PARAMEDIC	UNKNOWN	1/13/2004	413.00
COMITO	FIREFIGHTER	UNKNOWN	9/30/2002	150.00
CONAWAY	FIREFIGHTER	UNKNOWN	3/16/2004	9433.07
CONNELLY	LIEUTENANT	ENGINE COMPANY 59	3/25/2004	1015.25
CONRAD	PARAMEDIC	AMBULANCE 5	5/02/2004	669.00
CORDT	FIREFIGHTER	UNKNOWN	8/03/2003	6750.61
CURLEY	FIREFIGHTER	TRUCK 47	3/04/2004	11107.70
DANIELAK	PARAMEDIC	UNKNOWN	2/06/2004	722.40
DEJESUS	LIEUTENANT	ENGINE COMPANY 69	3/01/2004	908.79
DEVINE	FIREFIGHTER	UNKNOWN	4/20/2004	650.60
DOOLEY	PARAMEDIC	AMBULANCE 45	10/24/2003	821.61
DOROCIAC	PARAMEDIC	AMBULANCE 15	10/22/2003	856.00
DOWNEY	FIREFIGHTER	TRUCK 54	4/13/2004	2543.80
DOWNS	FIREFIGHTER	TRUCK 53	11/07/2003	329.40
DUNCAN	FIREFIGHTER	ENGINE COMPANY 59	1/30/2004	126.70
DURBIN	PARAMEDIC	AMBULANCE 15	1/16/2001	485.45
DUROVIC	FIREFIGHTER	ENGINE COMPANY 106	4/18/2004	2322.07
EASTMAN-LEON	PARAMEDIC	AMBULANCE 11	12/27/2003	760.50
ENHELDER	LIEUTENANT	TRUCK 14	3/06/2003	274.00
ENHELDER	LIEUTENANT	TRUCK 14	2/16/2004	786.40
ENHELDER	LIEUTENANT	TRUCK 14	3/08/2004	5239.40
ERNST	PARAMEDIC	AMBULANCE 7	11/16/2003	395.52
FERNANDEZ	FIREFIGHTER	ENGINE COMPANY 56	12/02/2003	105.00
FIELDS	LIEUTENANT	FIRE PREVENTION	1/27/2003	2419.70
FINNEKE	CAPTAIN	ENGINE COMPANY 110	2/05/2004	2718.00
FITZPATRICK-VITULLI	PARAMEDIC	AMBULANCE 20	5/28/2004	105.00
FLORCZAK	FIREFIGHTER	ENGINE COMPANY 59	2/26/2004	531.00
FLORENS	FIREFIGHTER	SQUAD 2	3/19/2004	169.00
FRITZ	FIREFIGHTER	TRUCK 60	4/19/2004	44.00
GAICHAS	FIREFIGHTER	ENGINE COMPANY 61	8/02/2001	244.80

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GALL	PARAMEDIC	AMBULANCE 41	1/13/2004	763.20
GALLAGHER	FIREFIGHTER	ENGINE COMPANY 63	3/21/2004	613.50
GARCIA	PARAMEDIC	AMBULANCE 6	9/18/2003	5906.52
GARITI	LIEUTENANT	DISTRICT RELIEF 2	4/10/2004	725.88
GARSWICK	FIREFIGHTER	SQUAD 5	2/15/2004	373.10
GARSWICK	FIREFIGHTER	SQUAD 5	4/29/2003	165.00
GARTNER	LIEUTENANT	SQUAD 5	1/11/2003	96.60
GASCA	LIEUTENANT	DISTRICT RELIEF 5	10/19/2002	197.00
GAUGHAN	FIREFIGHTER	TRUCK 26	5/19/2004	817.73
GAUGHAN	LIEUTENANT	DISTRICT RELIEF 3	12/23/2000	438.00
GEMBALA	FIREFIGHTER	ENGINE COMPANY 88	9/07/2003	5505.09
GIBBONS	LIEUTENANT	TRUCK 51	10/01/1989	125.00
GILHOOLY	LIEUTENANT	ENGINE COMPANY 126	2/21/2004	2333.90
GIOIA	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	12/26/2003	4923.00
GLOVER	FIREFIGHTER	TRUCK 34	8/23/2003	1323.00
GLYNN	PARAMEDIC	ENGINE COMPANY 72	5/09/2004	5307.63
GODINEZ	FIREFIGHTER	ENGINE COMPANY 99	10/01/2003	691.00
GOMEZ	PARAMEDIC	AMBULANCE 3	4/09/2004	1900.40
GRAFF	FIREFIGHTER	TRUCK 7	1/16/2004	1129.04
GRAVES	FIREFIGHTER	UNKNOWN	1/17/2004	319.00
GRAVES	LIEUTENANT	ENGINE COMPANY 109	2/02/2004	163.70
GRAVES	LIEUTENANT	TRUCK 29	4/16/2001	105.00
GREEN	FIREFIGHTER	TRUCK 32	8/01/2003	4922.71
GREENE	FIREFIGHTER	ENGINE COMPANY 46	12/09/2003	1211.00
GRIGGS	FIREFIGHTER	TRUCK 30	5/04/2004	234.00
GROOMS	FIREFIGHTER	TRUCK 15	11/28/2003	2310.00
GUEL	PARAMEDIC	UNKNOWN	4/02/2004	788.04
GUTH	PARAMEDIC	AMBULANCE 38	9/21/2003	558.00
GUTILLO	FIREFIGHTER	TRUCK 52	1/04/2004	6022.10
HALL	FIREFIGHTER	UNKNOWN	8/05/2003	100.00
HANSON	FIREFIGHTER	TRUCK 29	10/01/2003	677.00
HARNEY	ENGINEER	ENGINE COMPANY 15	2/23/2004	700.07
HART	LIEUTENANT	UNKNOWN	5/15/2004	244.00
HATTEN	FIREFIGHTER	UNKNOWN	5/22/2003	4044.04
HAYES	CAPTAIN	TRUCK 22	2/08/2004	2521.64
HAYNES	FIREFIGHTER	ENGINE COMPANY 47	5/04/2004	957.00
HELLER	FIREFIGHTER	TRUCK 7	11/12/1999	17.80
HENNEMAN	PARAMEDIC	UNKNOWN	9/06/2002	1567.50
HENRY	FIREFIGHTER	ENGINE COMPANY 49	6/16/2001	151.80
HERNANDEZ	FIREFIGHTER	ENGINE COMPANY 11	2/24/2003	1221.80
HOLIDAY	FIREFIGHTER	SQUAD 2	5/16/2004	325.90
HOLLAND	PARAMEDIC	UNKNOWN	1/10/2002	1111.60
HUMPHRIES	PARAMEDIC	AMBULANCE 22	6/03/2004	413.40
HUNTER	FIREFIGHTER	ENGINE COMPANY 100	4/06/2004	867.66
JACKSON	ENGINEER	FIRE BOAT 37	7/27/2002	132.00
JALOVE	PARAMEDIC	AMBULANCE 46	3/10/2004	2502.57
JOBE	FIREFIGHTER	ENGINE COMPANY 39	4/07/2004	684.80
JOHNSON	FIREFIGHTER	TRUCK 34	4/29/2004	1673.72
JOHNSON	LIEUTENANT	TRUCK 39	4/03/2004	5496.62

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JOHNSON MARVIN	LIEUTENANT	TRUCK 40	3/10/2003	547.80
KELLY OWEN E	PARAMEDIC	UNKNOWN	6/22/2003	205.84
KELLY TIMOTHY	FIREFIGHTER	ENGINE COMPANY 44	6/15/2004	480.00
KINNERK MICHAEL	PARAMEDIC	UNKNOWN	1/16/2004	630.00
KIRBY RONALD	FIREFIGHTER	TRUCK 49	2/25/2004	457.93
KNOTT STEVE	FIREFIGHTER	TRUCK 30	4/08/2004	1761.09
KOCH THOMAS G	PARAMEDIC	AMBULANCE 39	10/07/2003	897.40
KUBER RANDALL	FIREFIGHTER	ENGINE COMPANY 45	4/12/2004	641.70
KWASNY RICHARD	LIEUTENANT	UNKNOWN	1/01/2004	1067.52
LAKAYIL RAPHEAL	PARAMEDIC	UNKNOWN	1/13/2004	5612.07
LARA JORGE	PARAMEDIC	AMBULANCE 15	1/16/2004	568.60
LASCOLA FRANK	FIREFIGHTER	TRUCK 49	3/28/2004	974.20
LEIGH DONALD	LIEUTENANT	ENGINE COMPANY 18	11/14/2003	539.00
LEIGH DONALD	LIEUTENANT	ENGINE COMPANY 18	1/07/2004	4902.00
LEMKE JOSEPH	FIREFIGHTER	ENGINE COMPANY 98	3/04/2004	724.00
LEMKE JOSEPH	FIREFIGHTER	ENGINE COMPANY 98	11/23/2001	230.00
LEVIN RICHARD	PARAMEDIC	AMBULANCE 47	11/04/2003	346.40
LEWIS ARTHUR	CAPTAIN	TRUCK 11	3/16/2002	1260.00
LUCKIES DARRENELLA	PARAMEDIC	AMBULANCE 34	12/13/2003	1102.10
LUMSDEN JACK	FIREFIGHTER	UNKNOWN	2/08/2004	1083.60
MAGALIANEZ MICHAEL	FIREFIGHTER	ENGINE COMPANY 78	5/15/2004	105.00
MAHONEY CLARENCE	FIREFIGHTER	ENGINE COMPANY 118	3/16/2004	7875.88
MARTINOFF VERA T	PARAMEDIC	AMBULANCE 44	10/30/2003	252.00
MARTINEZ JOSEPH	ENGINEER	ENGINE COMPANY 125	5/01/2004	38.00
MCCURRIE-ZOUBEK MARY	PARAMEDIC	AMBULANCE 43	9/11/1998	185.00
MCGANN JAMES	PARAMEDIC	AMBULANCE 27	12/11/2003	4986.66
MCGRATH THOMAS	FIREFIGHTER	ENGINE COMPANY 162	2/14/2004	198.00
MCKITTRICK MICHAEL	FIREFIGHTER	EMS DISTRICT 5 HEADQUARTERS & R	1/03/2004	623.00
MCMAHON JAMES P	FIREFIGHTER	TRUCK 41	1/29/2004	1876.00
MCMAHON PATRICK	ENGINEER	ENGINE COMPANY 117	5/06/1998	406.00
MCMILLIN MARK	CAPTAIN	TRUCK 20	1/06/2004	710.00
MCPOLIN JOHN T	FIREFIGHTER	ENGINE COMPANY 84	3/09/2003	129.00
MCPOLIN JOHN T	FIREFIGHTER	ENGINE COMPANY 84	9/30/2002	535.00
MCSHANE TERRENCE	LIEUTENANT	TRUCK 17	10/12/2000	5923.05
MINDOGUE KATHLEEN	PARAMEDIC	UNKNOWN	10/08/2002	46547.84
MURALLES ROBERT	ENGINEER	DISTRICT RELIEF 3	10/29/2003	79070.57
MURPHY PAUL V	LIEUTENANT	DISTRICT RELIEF 2	5/09/2001	136.50
NG MICHAEL	FIREFIGHTER	TRUCK 19	2/18/2004	486.36
NILLES GREGORY	FIREFIGHTER	TRUCK 29	10/29/2003	2231.90
OBRIEN JOHN	FIREFIGHTER	ENGINE COMPANY 45	10/06/2003	1390.00
OBRIEN TIM	FIREFIGHTER	TRUCK 32	11/27/2003	3462.79
OGADY KEVIN	FIREFIGHTER	ENGINE COMPANY 110	7/23/2003	163.10
OLEJNICZAK GREGORY	FIREFIGHTER	TRUCK 26	12/10/2003	461.84
OGUENDO MICHAEL	FIREFIGHTER	ENGINE COMPANY 117	2/06/2004	462.35
OSULLIVAN BRIAN	FIREFIGHTER	TRUCK 11	3/28/2003	898.20
OSULLIVAN PETER	PARAMEDIC	AMBULANCE 23	4/24/2004	209.00
PERRY RENEE L	PARAMEDIC	UNKNOWN	12/21/2003	16869.64
PETERSON RICHARD	FIREFIGHTER	ENGINE COMPANY 92	11/24/2001	65.83
PINKSTON SHERRY	FIREFIGHTER			

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CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PRICE	FIREFIGHTER	TRUCK 55	10/02/2003	337.30
PROHASKA	FIREFIGHTER	SQUAD 4	4/06/2004	350.00
PUGH	LIEUTENANT	ENGINE COMPANY 79	5/08/2004	401.75
GUANE	FIREFIGHTER	ENGINE COMPANY 88	5/06/2004	243.00
RADZIK	PARAMEDIC	UNKNOWN	6/25/2003	1114.29
RANKER	FIREFIGHTER	ENGINE COMPANY 43	12/12/2003	105.00
REDDY	FIREFIGHTER	MEDICAL LAY UP	6/16/2003	7309.38
REISCHL	FIREFIGHTER	SQUAD 2	2/08/2004	165.90
RHOADES	PARAMEDIC	AMBULANCE 43	3/28/2004	160.00
RINALDI	FIREFIGHTER	ENGINE COMPANY 11	3/10/2004	5111.95
RISPOLI	ENGINEER	DISTRICT RELIEF 1	2/21/2003	64.00
RODRIGUEZ	LIEUTENANT	ENGINE COMPANY 76	8/28/2002	375.00
ROGUS	FIREFIGHTER	ENGINE COMPANY 117	12/06/2003	56537.57
ROJAS	LIEUTENANT	TRUCK 13	9/28/2001	102.20
ROWAN	FIREFIGHTER	TRUCK 62	2/21/2004	3765.35
RUNO	ENGINEER	DISTRICT RELIEF 2	11/24/2000	385.00
RUNAS	LIEUTENANT	ENGINE COMPANY 26	2/17/2004	1218.88
SANTIAGO	FIREFIGHTER	TRUCK 32	11/21/2000	1555.40
SCATENA	PARAMEDIC	ENGINE COMPANY 116	8/16/2003	14556.25
SCHOENECKER	FIREFIGHTER	ENGINE COMPANY 60	8/17/2001	441.40
SCHULTZ	PARAMEDIC	AMBULANCE 34	4/26/2001	6768.06
SCOTT	FIREFIGHTER	ENGINE COMPANY 82	6/19/2003	298.00
SEEBAUER	PARAMEDIC	UNKNOWN	1/06/2004	11929.34
SELESKY	FIREFIGHTER	UNKNOWN	9/17/2003	1481.80
SENGION	FIREFIGHTER	ENGINE COMPANY 34	3/22/2003	21393.32
SHADDEN	FIREFIGHTER	ENGINE COMPANY 32	9/23/2003	508.00
SHEEHAN	PARAMEDIC	AMBULANCE 45	3/02/2004	671.40
SIL	FIREFIGHTER	ENGINE COMPANY 113	4/12/2004	609.50
SILAS	FIREFIGHTER	ENGINE COMPANY 126	2/23/2004	4780.99
SINGH	FIREFIGHTER	ENGINE COMPANY 124	4/19/2004	1043.20
SIPUSICH	PARAMEDIC	TRUCK 55	3/27/2004	903.00
SLAWSON	FIREFIGHTER	UNKNOWN	12/10/2003	215.00
SOLOFRA	FIREFIGHTER	ENGINE COMPANY 99	11/23/2003	10144.41
SOMOGYI	PARAMEDIC	AMBULANCE 7	12/13/2003	19081.10
SPENCER	FIREFIGHTER	ENGINE COMPANY 79	5/08/2004	178.00
SPIZZIRRI	FIREFIGHTER	TRUCK 33	5/16/2003	14365.66
STEDMAN	CAPTAIN	BATTALION 23	12/27/2003	990.60
STORCK	FIREFIGHTER	ENGINE COMPANY 115	2/19/2004	7227.89
TAYLOR	LIEUTENANT	UNKNOWN	1/05/2004	903.78
TEVERBAUGH	ENGINEER	ENGINE COMPANY 93	1/02/2004	12806.46
THEKE	PARAMEDIC	AMBULANCE 31	11/26/2001	33.00
THIELSEN	FIREFIGHTER	UNKNOWN	9/03/1998	225.00
THOMAS	FIREFIGHTER	ENGINE COMPANY 26	6/04/2003	13140.84
TRACY	PARAMEDIC	ENGINE COMPANY 126	4/13/2004	807.87
TRIPTOW	FIREFIGHTER	ENGINE COMPANY 102	12/27/2003	318.21
TUNER	FIREFIGHTER	ENGINE COMPANY 119	11/19/2003	1172.99
TYLER	PARAMEDIC	AMBULANCE 34	3/13/2004	10826.02
TYLER	PARAMEDIC	AMBULANCE 34	2/25/2004	244.70
VALKENBURG	FIREFIGHTER	MEDICAL LAY UP	7/05/2000	1105.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WALSH	FIREFIGHTER	ENGINE COMPANY 11	9/15/2003	81.00
WALSH	FIREFIGHTER	ENGINE COMPANY 107	4/26/2003	137.00
WARD	PARAMEDIC	AMBULANCE 41	4/13/2004	777.71
WATANABE	FIREFIGHTER	ENGINE COMPANY 124	2/20/2002	666.40
WHITESIDE	FIREFIGHTER	TRUCK 38	11/10/2003	110.00
WHITSON	PARAMEDIC	UNKNOWN	12/27/2003	432.03
WIECLAWEK	FIREFIGHTER	TRUCK 38	12/03/2003	1326.00
WILSON	LIEUTENANT	ENGINE COMPANY 15	2/06/2004	9450.33
WILSON	FIREFIGHTER	ENGINE COMPANY 122	6/06/2003	5422.75
WINDT	LIEUTENANT	TRUCK 17	12/01/2003	31.00
WOOD	PARAMEDIC	AMBULANCE 10	4/15/2004	830.90
YORK	PARAMEDIC	AMBULANCE 46	12/04/2003	1901.19
YUHAS	FIREFIGHTER	ENGINE COMPANY 64	4/29/2004	244.00

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 29842
through 29846 of this *Journal*.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

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THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	**** UNIT OF ASSIGNMENT ****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	NINETEENTH DISTRICT	7/07/2004	237.00
ALMDALE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/16/2004	2463.80
ARCHER	POLICE OFFICER	SEVENTEENTH DISTRICT	1/23/1993	131.00
ARMSTRONG	POLICE OFFICER	FOURTH DISTRICT	5/17/2001	103.00
ARROYO	POLICE OFFICER	FOURTH DISTRICT	6/01/2004	913.94
ARTIGA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/2004	14187.15
ASHTON	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	6/05/2004	1269.85
BAILEY	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	9/22/1993	20312.66
BAKER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/30/2004	394.80
BAR	POLICE OFFICER	EIGHTEENTH DISTRICT	4/28/2004	2495.45
BEHLING	POLICE OFFICER	SEVENTH DISTRICT	7/12/2002	250.00
BERLAGE	POLICE OFFICER	FIFTEENTH DISTRICT	6/05/2004	234.07
BOND-KLEUMUNDT	POLICE OFFICER	SIXTEENTH DISTRICT	6/10/1999	140.00
BORSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/03/2004	1032.60
BOYLE	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/12/2004	14.00
BRADLEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/04/2003	2407.50
BRANCH	POLICE OFFICER	THIRD DISTRICT	4/28/2004	4791.10
BRANDAU	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	441.15
BRANSFIELD	POLICE OFFICER	FIRST DISTRICT	6/11/2004	1339.20
BRUMLEY	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	46938.49
BURGESS	POLICE OFFICER	TENTH DISTRICT	6/01/2004	651.75
BURNETTE	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/26/1999	5028.00
BURNS	POLICE OFFICER	SIXTH DISTRICT	5/15/2004	1150.68
CAIN	POLICE OFFICER	TWENTIETH DISTRICT	3/04/2004	243.14
CALHOUN	POLICE OFFICER	ELEVENTH DISTRICT	3/13/2004	534.26
CANTORE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/03/2004	73.00
CARLI	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/13/2002	993.00
CARLSON-GOLAB	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRAT	6/09/2002	9027.03
CERDA	POLICE OFFICER	EIGHTEENTH DISTRICT	2/18/2004	771.00
CHATMAN	POLICE OFFICER	FIFTEENTH DISTRICT	7/04/2004	2139.57
CLAVIJO	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/2004	690.80
COLON	POLICE OFFICER	ELEVENTH DISTRICT	6/22/2004	290.50
CONCIALDI	POLICE OFFICER	FOURTH DISTRICT	6/01/2004	1047.00
CONROY	POLICE OFFICER	RECRUIT TRAINING	5/20/2004	665.00
CORDOVA	POLICE OFFICER	EIGHTH DISTRICT	6/23/2004	353.58
CORIELL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/07/2004	7993.80
CORNISH	POLICE OFFICER	SIXTH DISTRICT	9/13/2001	211.00
COSENTINO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/10/2004	1202.53
CRAIG	POLICE OFFICER	ELEVENTH DISTRICT	1/07/2004	294.00
CRANE	POLICE OFFICER	SIXTEENTH DISTRICT	3/30/2003	2942.30
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/1987	17308.16
DACE	POLICE OFFICER	FIFTH DISTRICT	9/28/1993	66.00
DAHILL	POLICE OFFICER	EIGHTH DISTRICT	6/28/2004	909.67
DARLING	POLICE OFFICER	SIXTH DISTRICT	1/30/2004	42.00
DAVIS	POLICE OFFICER	TENTH DISTRICT	5/20/2003	70.00
DORSCH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/13/2004	903.00
DREES	POLICE OFFICER	ELEVENTH DISTRICT	1/03/2004	15.00
DUERSON-CARTER	POLICE OFFICER	THIRD DISTRICT	10/11/2003	111.00
DYKSTRA-DUFFING	POLICE OFFICER	SIXTEENTH DISTRICT	5/02/2004	1800.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
EDWARDS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/10/2004	248.26
ELLIOTT	POLICE OFFICER	NINETEENTH DISTRICT	4/17/2004	109.20
ETTI	POLICE OFFICER	EIGHTH DISTRICT	6/01/2003	141.00
FABIAN	POLICE OFFICER	ELEVENTH DISTRICT	6/30/2004	237.30
FELKER	POLICE OFFICER	EIGHTH DISTRICT	6/17/2004	2342.77
FLEISCHACKER	POLICE OFFICER	FIFTEENTH DISTRICT	6/28/2004	843.09
FUDA	POLICE OFFICER	SEVENTH DISTRICT	1/14/2003	11655.13
GALASSI	POLICE OFFICER	EIGHTH DISTRICT	5/29/2004	231.40
GALVAN	POLICE OFFICER	TENTH DISTRICT	6/02/2004	632.00
GAMBLE	POLICE OFFICER	FIFTEENTH DISTRICT	11/12/2003	322.00
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/11/2004	1152.00
GRANATO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/13/2004	64.00
GRASSI	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/2000	80.00
GROSS	POLICE OFFICER	CRIME LAB DIVISION	4/22/2003	75.00
GUICE	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	6/23/2004	3386.72
HALLMAN-NAPOLITANO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/21/2004	52526.74
HALPIN	POLICE OFFICER	EIGHTH DISTRICT	5/25/2004	1118.61
HANSSON	POLICE OFFICER	SEVENTEENTH DISTRICT	6/16/2004	521.64
HARRIS	POLICE OFFICER	UNKNOWN	4/28/2004	900.13
HARRIS	POLICE OFFICER	SIXTH DISTRICT	5/09/2004	264.00
HAYNES	POLICE OFFICER	SEVENTH DISTRICT	5/30/2004	1315.95
HEINICHEN	POLICE OFFICER	SEVENTH DISTRICT	5/08/2000	15.00
HENDRICKS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/2003	4653.00
HERNANDEZ	POLICE OFFICER	TENTH DISTRICT	6/30/2000	80.00
HICKS	POLICE OFFICER	ELEVENTH DISTRICT	5/13/2004	747.86
HITIRIS	POLICE OFFICER	NINETEENTH DISTRICT	4/01/2004	356.00
HORAN	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/2004	140.00
HORTON	POLICE OFFICER	SECOND DISTRICT	12/13/2003	548.00
JACINTO	POLICE OFFICER	RECRUIT TRAINING	1/25/1998	2952.33
JANKOWSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/09/2000	350.00
JENKINS	POLICE OFFICER	SEVENTH DISTRICT	8/25/2002	1189.82
JOHNSON	POLICE OFFICER	RECRUIT TRAINING	5/09/2004	211.00
JONES	POLICE OFFICER	ELEVENTH DISTRICT	4/30/2004	118.09
JONES	POLICE OFFICER	FIFTEENTH DISTRICT	5/03/2004	261.00
JONES	POLICE OFFICER	FIFTEENTH DISTRICT	7/04/2004	546.00
JOSEPHS	POLICE OFFICER	EIGHTH DISTRICT	6/28/2004	442.40
JUCHA	POLICE OFFICER	NINETEENTH DISTRICT	5/04/2004	924.70
KALE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/10/2003	203.80
KEATING-THOMPSON	POLICE OFFICER	SECOND DISTRICT	6/04/2004	419.93
KEELER	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/07/2004	621.00
KENDZIOR	POLICE OFFICER	SEVENTEENTH DISTRICT	3/03/2004	174.00
KEYES	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	1004.75
KIEDUK	POLICE OFFICER	EIGHTEENTH DISTRICT	1/30/2001	59.00
KITOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	2873.77
KOCONIS	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	6/08/2004	989.80
KULAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/16/2000	21.00
KUMIGA	POLICE OFFICER	UNKNOWN	4/23/2004	2347.30
LEMUS	POLICE OFFICER	TENTH DISTRICT	6/01/2004	272.57
LERCH	POLICE OFFICER	THIRD DISTRICT	5/01/2004	3651.00

CITY OF CHICAGO

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COUNCIL MEETING OF 9/01/2004

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LINDEMAN	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	5/06/2004	1128.92
LIPSEY	POLICE OFFICER	THIRTEENTH DISTRICT	6/17/2004	230.00
LOCKE	POLICE OFFICER	SECOND DISTRICT	5/22/2004	1015.80
LOPEZ	POLICE OFFICER	NINTH DISTRICT	9/18/2003	1306.20
LUERA	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEO	5/19/2004	2396.34
MACKER	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	150.50
MALCZYNSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/10/2003	797.80
MALINOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	6/07/2004	448.33
MAROZAS	POLICE OFFICER	FOURTH DISTRICT	5/09/1998	477.50
MARSHALL	POLICE OFFICER	FIFTH DISTRICT	8/22/2003	5146.41
MATTHEWS	POLICE OFFICER	SECOND DISTRICT	3/13/2004	1070.16
MCCLEARN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	5/07/2004	1426.00
MCDANIELS	POLICE OFFICER	THIRTEENTH DISTRICT	6/21/2004	620.84
MCGHEE	POLICE OFFICER	SECOND DISTRICT	5/22/2004	4476.64
MCMANON	POLICE OFFICER	FIFTH DISTRICT	4/28/2004	739.50
MCNICHOLAS	POLICE OFFICER	SIXTH DISTRICT	3/03/2003	1067.38
MONTOYA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/1994	202.00
MOORE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/10/2004	188.27
MOTA	POLICE OFFICER	THIRD DISTRICT	1/30/2001	1511.02
MURLASITS-BEYER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/02/2003	3679.50
MURRAY	POLICE OFFICER	RECRUIT TRAINING	4/16/2004	441.93
MUSIAL	POLICE OFFICER	EIGHTH DISTRICT	6/08/2004	2057.69
NEMETH	POLICE OFFICER	EIGHTH DISTRICT	9/23/2004	292.32
NICHOLS	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	5/21/2004	6665.09
NIGRO	BATTALION CHIEF	SEVENTH DISTRICT	6/14/1998	290.00
OCARROLL	POLICE OFFICER	FIFTEENTH DISTRICT	6/03/2004	234.07
OCONNELL	POLICE OFFICER	SEVENTEENTH DISTRICT	6/05/2004	689.29
ORTIZ	POLICE OFFICER	SEVENTEENTH DISTRICT	1/06/2004	160.00
OVERTON	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	841.41
PANICO	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/2004	723.28
PEREZ	POLICE OFFICER	NINETEENTH DISTRICT	11/23/1984	1596.89
PETROWSKI	POLICE OFFICER	PROFESSIONAL COUNSELING SERVIC	5/28/2004	2163.34
PLACENCIA	POLICE OFFICER	EIGHTH DISTRICT	5/25/2004	746.30
PRICE	POLICE OFFICER	EIGHTH DISTRICT	2/28/2004	100.00
GUINN	POLICE OFFICER	ELEVENTH DISTRICT	11/18/2003	198.87
GUINONES	POLICE OFFICER	FIRST DISTRICT	6/11/2004	1646.24
RIGAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/23/1999	138.88
RIZZO	POLICE OFFICER	EIGHTH DISTRICT	2/11/2000	353.50
ROBINSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/28/2003	64.00
RODRIGUEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/23/2004	1476.60
ROMO	POLICE OFFICER	NINETEENTH DISTRICT	5/30/2004	4640.38
RUIZ	POLICE OFFICER	SIXTH DISTRICT	5/15/2004	282.80
RUZAK	POLICE OFFICER	THIRTEENTH DISTRICT	6/17/2004	134.84
SANCHEZ	POLICE OFFICER	ELEVENTH DISTRICT	6/22/2004	613.64
SAVAGE	POLICE OFFICER	THIRTEENTH DISTRICT	6/17/2004	860.40
	POLICE OFFICER	SECOND DISTRICT	12/22/2003	118.09
	POLICE OFFICER	ELEVENTH DISTRICT	6/30/2004	174.00
	POLICE OFFICER	NARCOTICS SECTION	2/13/2002	5967.60
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/10/2003	139.10

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
Savage	POLICE OFFICER	UNKNOWN	6/28/2002	612.00
Scott	POLICE OFFICER	THIRD DISTRICT	6/15/2004	561.60
Shead	POLICE OFFICER	SIXTH DISTRICT	1/12/2004	2086.90
Shooren	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	2/29/2004	147.00
Simpson	POLICE OFFICER	PREV. PROGRAMS & NEIGHBORHOOD	3/05/1992	741.30
Smith	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/29/2003	81.00
Sodini	POLICE OFFICER	BOMB AND ARSON SECTION	6/08/2004	2166.20
Solis-Weems	POLICE OFFICER	THIRTEENTH DISTRICT	6/05/2003	191.59
Solis	POLICE OFFICER	SECOND DISTRICT	2/11/2004	1611.20
Stagen	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/18/2004	2089.60
Staples	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/01/2004	658.34
Stewart	POLICE OFFICER	FIFTH DISTRICT	12/19/2003	309.00
Stinson	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/23/2004	876.46
Tankson	POLICE OFFICER	SEVENTH DISTRICT	5/11/2004	1238.93
Thornton	POLICE OFFICER	SEVENTH DISTRICT	5/11/2004	1165.56
Toolis	POLICE OFFICER	TWELFTH DISTRICT	6/02/2004	214.00
Torres	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/13/2004	174.00
Torres	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	2/05/2000	140.00
Utreras	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/19/2004	255.25
Valdez	POLICE OFFICER	SEVENTH DISTRICT	6/14/2004	2786.52
Valner	POLICE OFFICER	FIFTEENTH DISTRICT	5/21/2004	338.70
Velazquez	POLICE OFFICER	NINTH DISTRICT	11/11/2001	596.00
Velez	POLICE OFFICER	EIGHTH DISTRICT	1/26/2004	575.99
Vellanueva	POLICE OFFICER	SEVENTH DISTRICT	11/19/2002	90.00
Vittori	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	5/11/2002	275.00
Vlcansky	POLICE OFFICER	RECRUIT TRAINING	5/05/2001	1588.20
Welch-Potts	POLICE OFFICER	SECOND DISTRICT	4/09/2004	2185.62
Wendt	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	5/29/2003	20.00
Wiles	POLICE OFFICER	SEVENTEENTH DISTRICT	1/17/2004	331.80
Wines-Murphy	POLICE OFFICER	SIXTH DISTRICT	10/16/2002	489.30
Wynn	POLICE OFFICER	FOURTH DISTRICT	11/29/2003	287.70
Yancy	POLICE OFFICER	SEVENTEENTH DISTRICT	8/31/2003	1710.00
Zamora	POLICE OFFICER	ENGINE COMPANY 65	11/09/2003	333.00
Biniak	FIREFIGHTER	ENGINE COMPANY 107	1/21/2004	537.60
Clark	FIREFIGHTER	DISTRICT RELIEF 6	7/21/2003	282.00
Conrad	ENGINEER	ENGINE COMPANY 115	11/08/2002	145.00
Darling	LIEUTENANT	ENGINE COMPANY 45	11/24/2003	737.29
Farell	FIREFIGHTER	ENGINE COMPANY 68	4/05/2001	1136.50
Finnegan	FIREFIGHTER	AMBULANCE 3	4/28/2000	624.00
Flores	PARAMEDIC	ENGINE COMPANY 127	6/01/2003	50.00
Hannon-Kochniarczyk	FIREFIGHTER	UNKNOWN	11/24/2003	655.00
Plunkett	POLICE OFFICER	ENGINE COMPANY 73	8/26/2003	423.00
Renfro	FIREFIGHTER	ENGINE COMPANY 115	12/30/1983	80.00
Schick	FIREFIGHTER	SQUAD 1	2/15/2001	205.00
Sheehan	FIREFIGHTER	EMS CITY WIDE RELIEF	12/21/2003	381.18
Soto	CAPTAIN	UNKNOWN	1/03/2004	38765.76
Staten	PARAMEDIC	AMBULANCE 20	2/16/1994	127798.79
Stribling	PARAMEDIC		11/09/2002	5321.75
Teufel	PARAMEDIC		12/23/2003	8390.56

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/01/2004

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WELSH	PARAMEDIC	AMBULANCE 37	11/10/2002	168.00
DAVID				

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement on each claim on the date and location by type of claim, with said amounts to be charged to the activity and account specified as follows:

Damage To Property.

*Department Of Police/Office Of Emergency Communication:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Cynthia Vahlkamp 822 West Lill Avenue Chicago, Illinois 60614	11/16/03 822 West Lill Avenue	\$ 50.00
16 th Street Church of God in Christ 4315 West 16 th Street Chicago, Illinois 60623	5/29/03 4315 West 16 th Street	1,400.00

Damage To Vehicle.

*Department Of Police/Office Of Emergency Communication:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
James Cannon 1004 North Springfield Avenue Chicago, Illinois 60651	9/30/03 3858 West Augusta Boulevard	\$361.00 300.00*

* To City of Chicago, Bureau of Parking

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Iris Ade and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	6/18/02 310 West Chicago Avenue	\$ 777.00
Carmesha Dyer 9214 South Blackstone Avenue Chicago, Illinois 60619	6/4/03 8800 South Dan Ryan Expressway	315.00 170.00*
Essie Hogan and LRS Recovery 90 East Thousand Boulevard 3 rd Floor Thousand Oaks, California 91360	1/14/04 9150 South Commercial Avenue	962.00 75.00*
Simeon Jones 2167 Spaulding Avenue Dixmoor, Illinois 60426	1/10/04 200 West Garfield Boulevard	895.00
Sidney McKennie and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	4/28/03 316 South Pulaski Road	953.00 50.00*
Robert J. Tamas 2465 Lake Avenue Lakewood Village, Illinois 60014	7/31/03 7500 North Oriole Avenue	1,083.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Public Works/Construction Management:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Vicki L. Boldyn 12387 Tippecanoe Place Crown Point, Indiana 46307	5/19/03 South Woodlawn Avenue and East Midway Plaisance	\$131.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ronald Shaw 7533 South Merrill Avenue Chicago, Illinois 60649	7/15/03 1958 West Roosevelt Road	\$535.00
Brent Smith 1241 Navajo Batavia, Illinois 60510	9/15/03 3550 West Addison Street	201.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Cathy Pelaez 2815 North Major Avenue Chicago, Illinois 60634	12/9/03 5856 West Diversey Avenue (alley)	\$250.00

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REPORTS OF COMMITTEES

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Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Fari Ali P.O. Box 259383 Chicago, Illinois 60625	3/6/04 1700 West Irving Park Road	\$ 90.00
Monica Bernard 3930 North Pine Grove Avenue Apartment 1711 Chicago, Illinois 60613	1/22/02 3100 West Irving Park Road	46.00 50.00*
Robert Braun 9031 West 111 th Street Unit D Palos Hills, Illinois 60465	2/3/04 6300 South Pulaski Road	77.00
Laura Helen Mitchell 8638 South Euclid Avenue Chicago, Illinois 60617	2/8/04 8700 South Langley Avenue	261.00*
Tracy Dauser 10860 South Church Street Chicago, Illinois 60643	1/20/04 5600 South Halsted Street	282.00
Jairo Gutierrez 4848 West 122 nd Street Unit 3E Alsip, Illinois 60803	3/8/04 800 South Laramie Avenue	142.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Robert Habeeb 428 Springwood Roselle, Illinois 60172	11/13/03 Ontario Street and North State Street	\$380.00
Jodi Haefner 2001 South Calumet Avenue Unit 408 Chicago, Illinois 60616	1/16/04 1411 South Michigan Avenue	227.00
John J. Kroulaidis 2560 Estero Boulevard Fort Meyers Beach, Florida 33931	8/20/03 During relocation	330.00
Susanne Michaels 4700 North Olcott Apartment 1W Harwood Heights, Illinois 60706	2/10/04 5614 North Odell Street	590.00
Mark G. Moran 3520 North Lake Shore Drive Apartment 3W Chicago, Illinois 60657	1/28/01 4110 North Lake Shore Drive	184.00 120.00*
Claudia Renzi 4527 North Greenview Avenue Unit 2E Chicago, Illinois 60640	7/17/03 North Western Avenue and West Belmont Avenue	250.00

* To City of Chicago, Bureau of Parking

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REPORTS OF COMMITTEES

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Name And Address	Date And Location	Amount
Shirley Samp 4450 North Central Avenue Chicago, Illinois 60630	8/22/03 North Central Avenue, between West Montrose Avenue and West Wilson Avenue	\$118.00
Tracy Springs 3139 East New Castle Court Waukegan, Illinois 60087	1/10/04 West Evergreen Avenue and West Division Street (alley)	177.00
Dorothy Jean Turner 4037 West Adams Street Chicago, Illinois 60624	12/12/03 Karlof Avenue and West Madison Street	95.00
Bobby Williams 1471 West 71 st Place Chicago, Illinois 60636	2/1/04 755 East 75 th Street	161.00
Yousef Zaffarkhan 402 North Clinton Street Chicago, Illinois 60610	7/27/03 460 North New Street	292.00
Nadine Zepeda 13205 South Cardonolet Avenue Chicago, Illinois 60633	11/26/03 13729 South Brainard Avenue	224.00

Damage To Property.

*Department Of Streets And Sanitation/Sanitation And Bulk:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Kenneth Madden, Jr. 17 East 99 th Place Chicago, Illinois 60628	8/11/03 17 East 99 th Place	\$678.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Bridges:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Eddie Godwin	10/27/03	\$313.00
11315 South Dr. Martin	3136 South Sacramento	60.00*
Luther King, Jr. Drive	Avenue	

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Laila Khairy Atieh	10/1/03	\$177.00
4754 West 101 st Street	South Ashland,	
Oak Lawn, Illinois 60453	South Blue Island	
	and South Archer	
	Avenues	

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Tonio Edward Williams	2/4/04	\$744.00
146 West 150 th Street	4730 North Racine	
Harvey, Illinois 60426	Avenue	

* To City of Chicago, Bureau of Parking

9/1/2004

REPORTS OF COMMITTEES

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Damage To Property.

*Department Of Streets And Sanitation/Bureau of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Conservancy Condominium Association, in care of Hodgkinson Realty and Management 6304 North Cicero Avenue Chicago, Illinois 60646	10/27/02 North Pulaski Road and West Bryn Mawr Avenue	\$2,240.00
Tung Siu 842 West 27 th Street Chicago, Illinois 60608	11/19/03 842 West 27 th Street	400.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Russom Andemicael 7701 Kostner Avenue Skokie, Illinois 60076	11/12/03 950 North Michigan Avenue	\$ 863.00
Agnes L. Onyango-Abuje and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	5/10/03 7425 North Sheridan Road	689.00
Amy Schenkel Thomason 2115 Schomburg Drive Fort Wayne, Indiana 46808	7/17/03 700 West Deming Place	1,102.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Yousel Hammad 5646 West 101 st Street Oak Lawn, Illinois 60453	6/25/03 During towing	\$685.00
Robert Lafauce 2132 Pepperwood Glendale Heights, Illinois 60139	1/10/04 During towing	462.00 260.00*
Frederick Shorter 203 South Kenilworth Elmhurst, Illinois 60126	12/4/03 During relocation	679.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
David M. Ihnat and American Family Insurance Group, in care of Mark Howard 134 North LaSalle Street Suite 2024 Chicago, Illinois 60602	8/22/03 5741 North Sacramento Avenue	\$797.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Carlos Bencini 2114 North Kimball Avenue Chicago, Illinois 60647	1/9/04 North Damen Avenue and West Ferdinand Street	\$1,028.00
Sharon Brown-Haynes 614 East Oakwood Boulevard Chicago, Illinois 60653	1/4/04 6419 South Cottage Grove Avenue	585.00
Maria Espinoza 9019 West 142 nd Avenue Cedar Lake, Indiana 46303	1/4/04 11248 South Ewing Avenue	210.00
Sanyris Powell 3055 North Ashland Avenue Chicago, Illinois 60657	8/27/03 3218 North Karlov Avenue	425.00 150.00*
Patricia Ridge and Safco Insurance Company P.O. Box 461 St. Louis, Missouri 63166	1/24/04 5254 West Windsor Avenue	827.00 300.00*
Cyril James Strezo 25161 South 88 th Avenue Frankfort, Illinois 60423	3/3/04 1341 West North Avenue	520.00 500.00*

* To City of Chicago, Bureau of Parking

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant, on account of underground leaks and to charge same to Account Number 200-87-2015-0952-0952.

Name And Address	Location	Amount
Waymon Cherry 1045 North Mason Avenue Chicago, Illinois 60651	1430 South Keeler Avenue	\$400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charge to Account Number 100-99-2005-0939-0939:

[List of claimants printed on pages 29860
through 29864 of this *Journal*.]

AUTHORIZATION FOR PAYMENT OF SENIOR
CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

(Continued on page 29865)

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/01/2004

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
AINSLIE PARK TOWNHOME CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
ARGYLE/SEELEY CONDO. ASSN.	15	ANNUAL	820.00	EUGENE C. SCHULTER	47
ARTESIAN GARDENS CONDO ASSOC	9	ANNUAL	675.00	BERNARD L. STONE	50
BALMORAL PLAZA CONDOMINIUMS	60	ANNUAL	4,500.00	MARGARET LAURINO	39
BALMORAL/KENMORE CONDO. ASSOC.	21	ANNUAL	1,575.00	MARY ANN SMITH	48
BEACON PARK CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
BEL-HARBOR CONDOMINIUMS	206	ANNUAL	6,280.26	THOMAS TUNNEY	44
BELDEN BY THE PARK CONDO. ASSN	15	ANNUAL	1,125.00	VI DALEY	43
BELDEN-COMMONWEALTH CONDO.	12	ANNUAL	900.00	VI DALEY	43
BELGRAVIA TERRACE CONDO. ASSN.	30	ANNUAL	2,250.00	VI DALEY	43
BELMONT-CAMBRIDGE CONDOMINIUM	9	ANNUAL	675.00	THOMAS TUNNEY	44
BELMORE CONDOMINIUM NORTH, INC.	18	ANNUAL	1,350.00	BERNARD L. STONE	50
BOARDWALK CONDOMINIUM ASSN.	30	ANNUAL	2,250.00	HELEN SHILLER	46
BODDIKER CONDOMINIUM ASSN.	6	ANNUAL	450.00	THOMAS TUNNEY	44
BRYN MAWR CONDOMINIUM ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
BUCKTOWN PARK CONDO. ASS'N.	48	ANNUAL	3,600.00	THEODORE MATLAK	32
BURNHAM STATION CONDOMINIUM	72	ANNUAL	2,584.46	MADELINE HAITHCOCK	02
CAMDEN PASSAGE CONDO. ASSN.	19	ANNUAL	1,425.00	VI DALEY	43
CARL SANDBURG VILLAGE CONDO. 3	60	ANNUAL	4,500.00	BURTON F. NATARUS	42
CAROUSEL COURT CONDO ASSOC	30	SEMI-ANNUAL	1,125.00	PATRICK J. LEVAR	45
CAROUSEL COURT CONDO ASSOC	30	SEMI-ANNUAL	1,125.00	PATRICK J. LEVAR	45
CHASE-ON-THE-LAKE CONDOMINIUM	47	ANNUAL	3,525.00	JOE MOORE	49
CHATHAM GROVE CONDO ASSN.	40	ANNUAL	1,860.00	FREDDRENNIA LYLE	06
CLARENDON COURT CONDO ASSC.	18	ANNUAL	1,350.00	HELEN SHILLER	46
CLEWBAY CONDO ASSOCIATION	14	ANNUAL	1,050.00	VI DALEY	43
CLOISTER OF WICKER PARK	38	ANNUAL	2,374.12	THEODORE MATLAK	32
COASTLAND APARTMENTS, INC.	24	ANNUAL	1,800.00	WILLIAM M. BEAVERS	07
COLUMBIA BY THE LAKE CONDO	12	SEMI-ANNUAL	303.63	JOE MOORE	49
COMMON SENSE CONDO. ASS'N. INC.	12	ANNUAL	900.00	VI DALEY	43
COPPER BEECHES CONDOMINIUM	8	ANNUAL	600.00	JOE MOORE	49
COVENANTAL COMMUNITY HOUSING	21	ANNUAL	1,575.00	LESLIE HAIRSTON	05
DAYTON-DICKENS CONDOMINIUM	15	ANNUAL	1,125.00	VI DALEY	43
DRUMMOND SQUARE CONDO. ASSN.	24	ANNUAL	1,800.00	VI DALEY	43
EL LAGO CONDOMINIUM ASSOC.	269	ANNUAL	12,048.43	MARY ANN SMITH	48
ELECTRIC COMPANY LOFTS CONDO	36	ANNUAL	2,637.10	BILLY OCASIO	26
ESTES PARK CONDOMINIUM	21	ANNUAL	1,575.00	JOE MOORE	49
FILMWORKS CONDOMINIUM	85	ANNUAL	5,144.00	MADELINE HAITHCOCK	02
FOREST TOWERS CONDOMINIUM #1	39	ANNUAL	2,467.00	BRIAN G. DOHERTY	41
FOSTER TERRACE CONDOMINIUM	11	ANNUAL	825.00	PATRICK J. LEVAR	45
GARDEN HOMES OF PAULINA CONDO	18	ANNUAL	1,350.00	MANUEL FLORES	01
GASLIGHT CONDOMINIUM ASSN.	15	ANNUAL	1,125.00	THOMAS TUNNEY	44
GENESIS II HOUSING COOPERATIVE	27	ANNUAL	2,025.00	LESLIE HAIRSTON	05
GLENWOOD CONDO AND HEALTH CLUB	27	ANNUAL	2,025.00	PATRICK J O'CONNOR	40
GRACE-FREMONT CONDO ASS'N.	26	ANNUAL	1,950.00	HELEN SHILLER	46
GRACE/WILTON CONDO. ASS'N.	20	ANNUAL	1,500.00	HELEN SHILLER	46

9/1/2004

REPORTS OF COMMITTEES

29861

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/01/2004

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
GRACELAND TERRACE CONDO	40	ANNUAL	2,264.00	HELEN SHILLER	46
GREENHOUSE CONDO ASSOC.	11	ANNUAL	825.00	VI DALEY	43
GREENLEAF CONDO ASSC.	39	ANNUAL	2,925.00	JOE MOORE	49
GREENVIEW LOFTS	26	ANNUAL	1,656.00	THEODORE MATLAK	32
GREENVIEW POINT CONDO. ASSN.	15	ANNUAL	1,125.00	THEODORE MATLAK	32
HAMPDEN COURT CONDOMINIUM ASSN	22	ANNUAL	1,650.00	VI DALEY	43
HARBOR HOUSE CONDO. ASSN.	278	ANNUAL	16,661.60	THOMAS TUNNEY	44
HARLEM MANOR CONDO. ASS'N.	8	ANNUAL	600.00	WILLIAM JP BANKS	36
HAZELTON PLACE CONDO. ASSOC.	17	ANNUAL	1,275.00	HELEN SHILLER	46
HEDMAN LOFTS CONDO. ASS'N.	14	ANNUAL	1,050.00	VI DALEY	43
HIGH RIDGE EAST CONDOMINIUM	14	ANNUAL	1,050.00	JOE MOORE	49
HOLLYWOOD PARK CONDOMINIUM	36	ANNUAL	2,604.96	WILLIAM JP BANKS	36
JARVIS ON THE LAKE CONDOMINIUM	92	ANNUAL	5,119.99	JOE MOORE	49
JEFFERSON HOUSE CONDO. ASSN.	20	ANNUAL	1,500.00	THOMAS ALLEN	38
JEFFERSON PARK PL. CONDO. ASSOC.	12	ANNUAL	900.00	PATRICK J. LEVAR	45
KENMORE-LELAND WEST CONDO.	13	ANNUAL	975.00	HELEN SHILLER	46
KEYSTONE COURT CONDO	12	ANNUAL	900.00	MARGARET LAURINDO	39
LAKE MANOR APT. BLDG. CORP.	27	ANNUAL	2,025.00	JOE MOORE	49
LAKE TERRACE CONDOMINIUM	360	SEMI-ANNUAL	6,710.00	WILLIAM M. BEAVERS	07
LAKE TERRACE CONDOMINIUM	360	SEMI-ANNUAL	6,360.00	WILLIAM M. BEAVERS	07
LAKESIDE MANOR CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
LELAND STATION EAST CONDO	9	ANNUAL	675.00	RICHARD F. MELL	33
LELAND STATION EAST CONDO	14	ANNUAL	1,050.00	RICHARD F. MELL	33
LINCOLN RIDGE CONDO ASSOC.	12	ANNUAL	900.00	PATRICK J O'CONNOR	40
LINCOLNWOOD TERRACE CONDO.	15	ANNUAL	1,125.00	MARGARET LAURINDO	39
LOFTWORKS II CONDO. ASSN.	6	ANNUAL	450.00	BURTON F. NATARUS	42
MANCHESTER COMMONS CONDO. ASSN.	26	ANNUAL	1,332.00	MARY ANN SMITH	48
MANCHESTER LOFTS CONDOMINIUM	18	ANNUAL	1,350.00	THEODORE MATLAK	32
MARC ANTHONY CONDO ASSOC.	12	ANNUAL	900.00	HELEN SHILLER	46
MAYFAIR COURT CONDOMINIUM	48	ANNUAL	2,640.72	PATRICK J. LEVAR	45
MAYFAIR TERRACE CONDO. ASSN.	24	ANNUAL	1,800.00	PATRICK J. LEVAR	45
MOHAWK SQUARE CONDO. ASSOC.	16	ANNUAL	1,200.00	VI DALEY	43
MORGAN TOWN LOFTOMINIUM	28	ANNUAL	302.84	WALTER BURNETT JR.	27
MOSER BUILDING CONDOMINIUM	88	ANNUAL	6,600.00	MADELINE HAITHCOCK	02
NEENAH MANOR CONDO ASSOCIATION	17	ANNUAL	1,275.00	WILLIAM JP BANKS	36
NEWPORT LOFTS CONDOMINIUMS	23	ANNUAL	1,504.45	THOMAS TUNNEY	44
NORTH 18 CONDOMINIUM	15	SEMI-ANNUAL	562.50	MANUEL FLORES	01
OXFORD GLEN CONDO. ASSN.	13	ANNUAL	975.00	MARY ANN SMITH	48
PARK WEST CONDO. ASS'N.	180	ANNUAL	6,555.00	VI DALEY	43
PARKSIDE MANOR CONDO ASSOC.	6	ANNUAL	450.00	VI DALEY	43
PARKVIEW FLATS CONDO	26	SEMI-ANNUAL	780.00	PATRICK J O'CONNOR	40
PARKVIEW LOFTS CONDO. ASSOC.	12	ANNUAL	900.00	THEODORE MATLAK	32
PILLARS CONDO. ASS'N.	16	ANNUAL	1,200.00	HELEN SHILLER	46
PINE GROVE MANOR CONDO ASSOC.	10	ANNUAL	750.00	HELEN SHILLER	46
POSTCARD PLACE	69	ANNUAL	5,175.00	EUGENE C. SCHULTER	47

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/01/2004

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
PRATT-ARTESIAN CONDO. ASSN.	39	ANNUAL	2,925.00	BERNARD L. STONE	50
GUADRANGLE CONDOMINIUM	13	ANNUAL	975.00	LESLIE HAIRSTON	05
RASCHER PLACE CONDOMINIUM	12	ANNUAL	740.58	PATRICK J O'CONNOR	40
RAVENSWOOD POINTE CONDOS	34	ANNUAL	2,550.00	THOMAS ALLEN	38
RAVENSWOOD SQUARE CONDO. ASS'N.	13	ANNUAL	975.00	RICHARD F. MELL	33
RIDGE PARK CONDO. ASSN.	21	ANNUAL	1,575.00	JOE MOORE	49
RIVER PARK AT DIVERSEY	61	ANNUAL	3,335.00	MANUEL FLORES	01
ROSEMONT GREENVIEW CONDO. ASSN.	16	ANNUAL	1,200.00	PATRICK J O'CONNOR	40
SAUGANASH VILLAGE H/O	24	ANNUAL	1,800.00	MARGARET LAURINO	39
SEMINARY GARDEN CONDOMINIUM	18	ANNUAL	1,350.00	VI DALEY	43
SEVILLE TOWNHOMES CONDO.	20	ANNUAL	1,500.00	MARY ANN SMITH	48
SHAKESPEARE BUILDING CORP.	25	ANNUAL	1,875.00	VI DALEY	43
SHERIDAN POINT CONDOMINIUM	136	ANNUAL	5,916.00	JOE MOORE	49
SKYLINE LOFTS CONDOMINIUM	45	ANNUAL	3,375.00	BURTON F. NATARUS	42
SLINGERLAND CONDO. ASSN.	18	ANNUAL	1,350.00	THEODORE MATLAK	32
SOUTHPORT CONDOMINIUM ASSOC.	18	ANNUAL	1,350.00	THOMAS TUNNEY	44
ST. WENCESLAUS SQUARE	36	ANNUAL	2,700.00	ARIEL REBOYRAS	30
STONEGATE TERRACE CONDO ASSOC.	16	ANNUAL	1,200.00	VI DALEY	43
TARA GROVE CONDOMINIUM	20	ANNUAL	1,500.00	TODD STROGER	08
THE BAKERY RESIDENTIAL CONDO.	6	ANNUAL	450.00	VI DALEY	43
THE GRAND OHIO CONDOMINIUM	595	ANNUAL	26,065.62	BURTON F. NATARUS	42
THE TWINHMS. OF VERMON PARK C. A.	49	ANNUAL	3,675.00	MADELINE HAITHCOCK	02
THE VEDADO CONDO. ASSN.	28	ANNUAL	1,344.00	VI DALEY	43
THE VERDE CONDOMINIUM	73	ANNUAL	4,161.60	WALTER BURNETT JR.	27
THE 549-51 OAKDALE CONDO. ASSN.	7	ANNUAL	525.00	THOMAS TUNNEY	44
THORNDALE BEACH SOUTH CONDO	226	ANNUAL	16,950.00	MARY ANN SMITH	48
THORNDALE PARK CONDO. ASS'N.	6	ANNUAL	450.00	MARY ANN SMITH	48
TOWNE PARK CONDO ASSOCIATION	14	ANNUAL	1,050.00	VI DALEY	43
TOWNHOMES OF DIVERSEY HARBOR	10	ANNUAL	750.00	THOMAS TUNNEY	44
TUDOR MANOR CONDOMINIUM ASSN.	19	ANNUAL	1,425.00	MARGARET LAURINO	39
TWIN GABLES CONDOMINIUM ASSN.	20	ANNUAL	1,500.00	BERNARD L. STONE	50
VALENCIA CONDO. ASS'N. (WAYNE)	14	ANNUAL	1,050.00	MARY ANN SMITH	48
VICTORIAN LANES CONDO. ASSN.	37	ANNUAL	2,775.00	THOMAS TUNNEY	44
VILLA BONITA CONDO. ASSN.	7	ANNUAL	525.00	MARY ANN SMITH	48
VINES OF RAVENSWOOD	12	ANNUAL	900.00	RICHARD F. MELL	33
VIRGINIA CONDOMINIUM ASSOC.	20	ANNUAL	1,500.00	THOMAS TUNNEY	44
WAVELAND QUADRANGLE CONDO	16	ANNUAL	1,200.00	HELEN SHILLER	46
WEST EDGEWATER CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
WEST RIDGE CONDO. ASSOC.	18	ANNUAL	1,080.00	JOE MOORE	49
WILLOW CRT. HOMEOWNERS ASSOC.	56	ANNUAL	4,200.00	THEODORE MATLAK	32
WINCHESTER COURT CONDO ASSOC.	38	ANNUAL	2,769.00	PATRICK J O'CONNOR	40
WINCHESTER-HOOD CO-OP EXT. B	72	ANNUAL	4,984.78	PATRICK J O'CONNOR	40
WINDSOR POINT CONDOMINIUM ASSN	24	ANNUAL	1,800.00	PATRICK J. LEVAR	45
WINNEMAC WOLCOTT CONDOMINIUMS	14	ANNUAL	1,050.00	EUGENE C. SCHULTER	47
WINSTON TOWERS #3 CONDO ASSOC.	250	ANNUAL	11,248.33	BERNARD L. STONE	50

9/1/2004

REPORTS OF COMMITTEES

29863

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/01/2004

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
WRIGHTWOOD PLAZA CONDOS	10	ANNUAL	750.00	VI DALEY	43
100 E. WALTON CONDO ASSOC.	249	SEMI-ANNUAL	7,944.60	BURTON F. NATARUS	42
1047 W. BELMONT ASSOCIATION	6	SEMI-ANNUAL	225.00	THOMAS TUNNEY	44
1322 W. HURON CONDOMINIUM	8	ANNUAL	600.00	MANUEL FLORES	01
1330 FARGO CONDOMINIUM ASSN.	24	ANNUAL	1,800.00	JOE MOORE	49
1334 W. WEBSTER AVE. CONDO	10	ANNUAL	750.00	VI DALEY	43
1340 TOUHY CONDOMINIUM ASSOC.	27	ANNUAL	2,025.00	JOE MOORE	49
1350 W. GRAND AVE CONDO ASSOC.	14	ANNUAL	1,050.00	MANUEL FLORES	01
1350 W. BELMONT CONDOMINIUM	6	ANNUAL	450.00	THEODORE MATLAK	32
1401 BERTEAU CONDO. ASSOC.	7	ANNUAL	525.00	EUGENE C. SCHULTER	47
1411 STATE PARKWAY CONDO. ASSN	15	ANNUAL	1,125.00	VI DALEY	43
1414 N. WELLS CONDO. ASSOC.	26	ADJUSTMENT	3,825.00	WALTER BURNETT JR.	27
1419 N. STATE PARKWAY CONDO.	6	ANNUAL	1,950.00	VI DALEY	43
1431-33 W. ROSEMONT CONDO. ASSN.	7	ANNUAL	450.00	PATRICK J O'CONNOR	40
1450 NORTH DEARBORN PARKWAY	6	ANNUAL	525.00	BURTON F. NATARUS	42
1465-67 CATALPA CONDOMINIUM	52	ANNUAL	450.00	MARY ANN SMITH	48
1915 S. MICHIGAN CONDOMINIUM	20	ANNUAL	3,900.00	MADELINE HAITHCOCK	02
1633 W. THOME CONDO. ASSN.	27	ANNUAL	1,500.00	PATRICK J O'CONNOR	40
1725 WEST NORTH AVENUE CONDO.	16	ANNUAL	2,025.00	MANUEL FLORES	01
2055 LUNT CONDOMINIUM ASSN.	7	ANNUAL	1,200.00	BERNARD L. STONE	50
2340 LINCOLN PARK WEST CONDO.	10	ANNUAL	489.00	VI DALEY	43
3121 N. ORCHARD CONDO ASSOC.	8	ANNUAL	750.00	THOMAS TUNNEY	44
339 WEBSTER TOWNHOUSE CONDO.	6	ANNUAL	600.00	VI DALEY	43
3825-27 N. KENMORE CONDOMINIUM	17	ANNUAL	450.00	THOMAS TUNNEY	44
407 N. ELIZABETH	45	ANNUAL	1,275.00	WALTER BURNETT JR.	27
4310-22 CLARENDON CONDO. ASSN.	6	ANNUAL	3,375.00	HELEN SHILLER	46
4352-54 N. KENMORE CONDO ASSN.	17	ANNUAL	450.00	HELEN SHILLER	46
4445 N. PAULINA CONDO ASSOC.	6	ANNUAL	1,275.00	EUGENE C. SCHULTER	47
4650 N. HERMITAGE CONDO. ASSN.	7	ANNUAL	450.00	EUGENE C. SCHULTER	47
5223-25 S. DORCHESTER CONDO. #3	12	ANNUAL	525.00	TONI . PRECKWINKLE	04
5340-44 HYDE PARK CONDOMINIUM	6	ANNUAL	900.00	LESLIE HAIRSTON	05
5404-06 N. GLENWOOD CONDO.	229	ANNUAL	450.00	MARY ANN SMITH	48
5435-37 S. HYDE PARK CONDO.	8	ANNUAL	450.00	LESLIE HAIRSTON	05
555 CORNELIA CONDO. ASSN.	171	ANNUAL	6,581.64	THOMAS TUNNEY	44
5640 N. KENMORE CONDO. ASSN.	105	ANNUAL	600.00	MARY ANN SMITH	48
5757 N. SHERIDAN RD. CONDO.	12	ANNUAL	12,825.00	MARY ANN SMITH	48
607 WRIGHTWOOD CONDOMINIUM	32	ANNUAL	5,237.00	VI DALEY	43
607-13 W. MELROSE CONDOMINIUM	7	ANNUAL	900.00	THOMAS TUNNEY	44
6121 SHERIDAN ROAD CONDO. ASSN	32	ADJUSTMENT	2,400.00	MARY ANN SMITH	48
619 STRATFORD PLACE CONDO. ASSN	7	ANNUAL	1,800.00	THOMAS TUNNEY	44
629 W. BUCKINGHAM CONDO. ASSN.	7	ANNUAL	525.00	THOMAS TUNNEY	44
636 BUCKINGHAM CONDOMINIUM	12	ANNUAL	525.00	THOMAS TUNNEY	44
639 WEST WELLINGTON CONDO	6	SEMI-ANNUAL	900.00	THOMAS TUNNEY	44
6425-27 NEWGARD CONDOMINIUM	44	ANNUAL	225.00	PATRICK J O'CONNOR	40
644 ARLINGTON PLACE CONDO			3,300.00	VI DALEY	43

REPORT DATE : 8/31/2004
 REPORT TIME : 15:25:39
 PROGRAM : RRR272

C I T Y O F C H I C A G O
 COMMITTEE ON FINANCE
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/01/2004

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
727 W. BELMONT CONDO ASSOC.	10	ANNUAL	750.00	THOMAS TUNNEY	44
7306 NORTH WINCHESTER CONDO.	60	ANNUAL	2,924.00	JOE MOORE	49
7939-41 SOUTH STATE CONDO	10	ANNUAL	750.00	FREDDRENN LYLE	06
801-03 EAST 87TH PLACE CONDO	9	ANNUAL	675.00	TODD STROGER	08
805-07 W. WOLFRAM CONDO ASSN.	9	ANNUAL	675.00	THOMAS TUNNEY	44
918 W. WINONA CONDOMINIUMS	49	ANNUAL	3,405.00	MARY ANN SMITH	48
939-43 AINSLIE CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	48

(Continued from page 29859)

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-2005-9148-0938:

[List of claimants printed on pages 29866
through 29869 of this *Journal*.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABARDANEL, GERTRUDE	14-08-203-001-0000	48 SMITH	50.00
ALVARADO-SCHAFFER, GREGORY	14-08-203-001-0000	48 SMITH	50.00
BADER, ARLEN M.	14-28-201-015-1062	44 TUNNEY	50.00
BARRY, MARY ANNE	14-08-203-001-0000	48 SMITH	50.00
BATES, LUCILLE E.	14-08-203-001-0000	48 SMITH	50.00
BEHREND, JACK	14-08-203-001-0000	48 SMITH	50.00
BELL, GEORGE A.	14-08-203-001-0000	48 SMITH	50.00
BERRY, JOHNNIE H.	20-12-104-002-0000	04 PRECKWINKLE	50.00
BEZALIAN, JOHN P.	14-08-203-001-0000	48 SMITH	50.00
BILNORN, ROBERT	14-08-203-001-0000	48 SMITH	50.00
BISHOP, BERTHA	14-08-203-001-0000	48 SMITH	50.00
BLOUMENTHAL, JORDON D.	14-05-203-012-1038	49 MADRE	50.00
BRAIL, NADEL D.	14-08-203-001-0000	48 SMITH	50.00
BROWSON, LOIS S.	14-08-203-001-0000	48 SMITH	50.00
BROWN, LUCILLE	20-12-104-002-0000	04 PRECKWINKLE	50.00
BROWN, ROSE MARIE	20-12-104-002-0000	04 PRECKWINKLE	50.00
BRUNSON, HENRY H.	20-34-413-024-0000	06 LYLE	50.00
BUTLER, MARION	14-08-203-001-0000	48 SMITH	50.00
CADELL, SUSAN C.	14-08-203-001-0000	48 SMITH	50.00
CANDEA, PETRU	14-08-414-038-0000	46 SHILLER	50.00
CANNON, ROBERT C.	14-08-203-001-0000	48 SMITH	50.00
CAREY, MARJORIE R.	14-08-203-001-0000	48 SMITH	50.00
CARLYLE, MARK E.	14-08-203-001-0000	48 SMITH	50.00
CASEY, ALICE R.	14-08-203-001-0000	48 SMITH	50.00
CASIERI, ELIZABETH S.	14-08-203-001-0000	48 SMITH	50.00
CHAPMAN III, GEORGE D.	14-08-203-001-0000	48 SMITH	50.00
CHIND, IDELLA I.	14-08-203-001-0000	48 SMITH	50.00
COIN, VASSIO R.	14-08-203-001-0000	48 SMITH	50.00
COLE, EDWARD H.	14-08-203-001-0000	48 SMITH	50.00
CONNELL, JOAN	14-08-203-001-0000	48 SMITH	50.00
COOK, LORRAINE	13-31-107-024-1177	36 BANKS	50.00
COWHEY, WILLIAM P.	14-08-203-001-0000	48 SMITH	50.00
CRAIG, MILLER K.	14-08-203-001-0000	48 SMITH	50.00
CRAIG, RAYMOND E.	14-08-203-001-0000	48 SMITH	50.00
CUA, MENITA A.	14-08-403-028-1005	48 SMITH	50.00
DEGUZMAN, PLUTARCO	14-17-408-020-1008	46 SHILLER	50.00
DELANEY, JEANNETTE H.	14-08-203-001-0000	48 SMITH	50.00
DELICH, JUNE	17-10-122-022-1251	42 NATARUS	50.00
DOLAN, MARY K.	14-08-203-001-0000	48 SMITH	50.00
DONNELLY, NANCY	14-08-203-001-0000	48 SMITH	50.00
DYRSSEN, MARGARET	14-08-203-001-0000	48 SMITH	50.00
EVANS, RICHARD H.	20-12-104-002-0000	04 PRECKWINKLE	50.00
FLEHING, CLARA D.	20-12-104-002-0000	04 PRECKWINKLE	50.00
FORRMAN, MARI C.	14-08-203-001-0000	48 SMITH	50.00
FORTUNE, MICHAEL J.	14-08-203-001-0000	48 SMITH	50.00
GABRIEL, SPIROS G.	14-28-207-004-1291	44 TUNNEY	50.00
GALLAGHER, VALERIE Z.	14-08-203-001-0000	48 SMITH	50.00
GALVIN, MARIE S.	14-08-203-017-1351	48 SMITH	50.00
GOLDBERG, LARRY	17-03-103-028-1142	43 DALEY	50.00
GOLDBERG, MIZZI	14-05-202-019-1064	49 MADRE	50.00
GOLDBERG, WILLIAM	17-03-105-009-0000	43 DALEY	50.00

9/1/2004

REPORTS OF COMMITTEES

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COMMITTEE ON FINANCE
 SMALL CLAIMS, CITY OF CHICAGO
 SENIOR REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
GOLDMAN, STANLEY D.	14-08-203-001-0000	48 SMITH	50.00
GRANT, JEAN M.	20-14-203-044-1008	05 HAIRSTON	50.00
GROS, WILLIAM K.	14-08-203-001-0000	48 SMITH	50.00
HADDADIN, GEORGE S.	14-08-414-038-0000	46 SHILLER	50.00
HALLIKAN, JOHN J.	14-05-211-016-1076	48 SMITH	50.00
HAMILTON, EMMA J.	14-08-414-038-0000	46 SHILLER	50.00
HARDING, JACQUELINE C.	14-08-203-001-0000	48 SMITH	50.00
HARRIS, MARGIE D.	20-11-206-058-0000	04 PRECKNINKLE	50.00
HART, RITA K.	14-08-203-001-0000	48 SMITH	50.00
HASEGAWA, NAOMI	14-08-203-001-0000	48 SMITH	50.00
HAUSMAN JR., ARTHUR J.	14-08-203-001-0000	48 SMITH	50.00
HAWKES, CYNTHIA A.	14-08-203-001-0000	48 SMITH	50.00
HIDVEGI, ALFREDO J.	14-08-203-001-0000	48 SMITH	50.00
HILKIN, CAROLE W.	14-08-203-001-0000	48 SMITH	50.00
HOLLANAH, CATHERINE R.	14-08-203-001-0000	48 SMITH	50.00
HOLBMAN, JEWEL K.	14-08-203-001-0000	48 SMITH	50.00
HUZINSKY, BARBARA L.	20-12-104-002-0000	04 PRECKNINKLE	50.00
HUYKH, PHAM VAN	14-08-414-038-0000	46 SHILLER	50.00
HUYKH, VINH	14-08-414-038-0000	46 SHILLER	50.00
IKANDVIC, DZEMAL	14-08-414-038-0000	46 SHILLER	50.00
INDUYE, HELEN	17-03-220-020-1353	42 NATARUS	50.00
INDUYE, HELEN	17-03-220-020-1353	42 NATARUS	50.00
INDUYE, HELEN	17-03-220-020-1353	42 NATARUS	50.00
IVICER, JOHN R.	17-04-222-062-1265	42 NATARUS	50.00
JAKUPOVIC, RAZIJA	14-08-414-038-0000	46 SHILLER	50.00
JOHNSON, BRIAN P.	14-08-203-001-0000	48 SMITH	50.00
JOYCE, THOMAS & NANCY C.	14-08-203-001-0000	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KAHN, LUCILLE K.	14-05-403-022-1013	48 SMITH	50.00
KANTROWITZ, NATHAN	14-08-203-001-0000	48 SMITH	50.00
KANUK, JACK	14-08-203-001-0000	48 SMITH	50.00
KELLER, RICHARD A.	14-08-203-001-0000	48 SMITH	50.00
KNAPIK, JANINA	13-08-310-059-1005	45 LEVAN	50.00
KNIGHT, ROBERT S.	20-12-104-002-0000	04 PRECKNINKLE	50.00
KRAFF, KATHERINE M.	14-08-203-001-0000	48 SMITH	50.00
LAMIER, ESTELLE M.	20-12-104-002-0000	04 PRECKNINKLE	50.00
LARKIN, IRENE A.	14-08-203-001-0000	48 SMITH	50.00
LATALL, LEROY C.	17-03-211-030-1029	42 NATARUS	50.00
LAVIN, SANDRA C.	20-12-104-002-0000	04 PRECKNINKLE	50.00
LECUYER-ALMGREN, CAROL A.	14-08-203-001-0000	48 SMITH	50.00
LETCHINGER, MELVIN H.	20-12-104-002-0000	04 PRECKNINKLE	50.00
LEVY, FLORENCE	20-12-104-002-0000	04 PRECKNINKLE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIH NUMBER	ALDERMAN	AMOUNT
LISS, IDA	10-36-120-003-1198	50 STONE	50.00
LISS, IDA	10-36-120-003-1198	50 STONE	50.00
LOEB, PATRICIA R.	17-09-410-014-1144	42 NATARUS	50.00
LORE, CHARLOTTE	10-36-118-005-1208	50 STONE	50.00
LOLLBACH, HERMAN J.	14-08-203-001-0000	48 SMITH	50.00
LUSK, LINDA R.	14-05-215-015-1193	48 SMITH	50.00
MACKIN, MARY H.	14-08-203-001-0000	48 SMITH	50.00
MAGRUDER, PAUL I.	14-08-203-001-0000	48 SMITH	50.00
MAKATES, MARIA R.	14-08-203-001-0000	48 SMITH	50.00
MARSHALL, MYRTLE	20-12-108-039-1144	04 PRECKWINKLE	50.00
MCGRAW, DON R.	14-08-203-001-0000	48 SMITH	50.00
MCNAMANON, ELLEN	14-08-203-001-0000	48 SMITH	50.00
MELKIC, ZILHA	14-08-414-038-0000	46 SHILLER	50.00
MELZER, LENORE D.	17-10-105-014-1044	42 NATARUS	50.00
MEYERS, THELMA H.	14-08-203-001-0000	48 SMITH	50.00
MILFORD, ANN F.	14-08-203-001-0000	48 SMITH	50.00
MOSTEK, MARLENE R.	14-08-203-001-0000	48 SMITH	50.00
MULHERIN, GERALDINE	14-08-203-001-0000	48 SMITH	50.00
MUSER, FLORENCE E.	14-08-203-001-0000	48 SMITH	50.00
NAYER, ROSE K.	20-12-104-002-0000	04 PRECKWINKLE	50.00
NICOLAY, ROBERT C.	14-08-203-001-0000	48 SMITH	50.00
NUSINSON, SALLY	14-21-312-047-1014	44 TUNNEY	50.00
PANICK, SHARON H.	17-16-419-007-1145	02 HAITHCOCK	50.00
PANNIER, JOUNEENE R.	14-08-203-001-0000	48 SMITH	50.00
PARIS, SANDRA V.	20-12-104-002-0000	04 PRECKWINKLE	50.00
PARSONS, MARY ALICE	14-08-203-001-0000	48 SMITH	50.00
PATINKIN, HAROLD S.	20-12-104-002-0000	04 PRECKWINKLE	50.00
PHAN, HOI	14-08-414-038-0000	46 SHILLER	50.00
PHAN, LANG THI	14-08-414-038-0000	46 SHILLER	50.00
PHILLIPS, ANNE H.	14-08-203-001-0000	48 SMITH	50.00
PHILLIPS, JOHN I.	14-08-203-001-0000	48 SMITH	50.00
POLISE, ELSIE H.	14-08-203-001-0000	48 SMITH	50.00
PORTER-DAVIS, HAZEL	20-12-104-002-0000	04 PRECKWINKLE	50.00
POSTILION, DIANE D.	14-08-203-001-0000	48 SMITH	50.00
PRZEPALKOWSKI, JERN	14-21-111-007-1274	46 SHILLER	50.00
RISTIC, LILIANA	14-05-215-017-1415	48 SMITH	50.00
ROSENBERGA, INGRIDA	14-05-211-023-1044	48 SMITH	50.00
ROSENBLUM BEATRICE	17-09-200-066-1033	42 NATARUS	50.00
ROSS, HARRY	10-36-100-018-1180	50 STONE	50.00
ROTHBLATT, BEN	20-12-104-002-0000	04 PRECKWINKLE	50.00
RYAN, ALLAN E.	14-08-203-001-0000	48 SMITH	50.00
SANDLIN, DORIS	14-08-414-038-0000	46 SHILLER	50.00
SANDORS, JOHN H.	14-08-203-001-0000	48 SMITH	50.00
SANDOLA, IDAN	14-08-414-038-0000	46 SHILLER	50.00
SANHUI, NANOJ X.	14-21-307-047-1142	44 TUNNEY	50.00
SANHUI, SHOBHANK H.	14-21-307-047-1141	44 TUNNEY	50.00
SARGU, EFTIMIU	14-08-414-038-0000	46 SHILLER	50.00
SCERBA, VILNA	14-05-215-017-1397	48 SMITH	50.00
SCERBA, VILNA	14-05-215-017-1397	48 SMITH	50.00
SCHALE, FLORENCE C.	17-10-400-012-1021	42 NATARUS	50.00
SCHEGELSKY, YURI	14-08-414-038-0000	46 SHILLER	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
SCHUSTER, ROSE	14-16-301-041-1679	46 SHILLER	50.00
SECTER, MORTON A.	10-36-119-003-1172	50 STONE	50.00
SERAPHIN, RITA H.	17-03-225-078-1013	42 KATARUS	50.00
SHABER, RUDOLF	14-08-414-038-0000	46 SHILLER	50.00
SHAN, VINCO	14-16-301-041-1216	46 SHILLER	50.00
SHAUGHNESSY, ANN	14-08-203-001-0000	48 SMITH	50.00
SHAN, PATRICK P.	17-03-222-015-0000	42 KATARUS	50.00
SICHAU, MARTHA	9-36-419-106-1019	41 DOHERTY	50.00
SINICH, IRENE C.	14-08-203-001-0000	48 SMITH	50.00
SIMON, MAE	20-12-104-002-0000	04 PRECKNINKLE	50.00
SIPPEL, CORNELIUS	14-05-403-022-1049	48 SMITH	50.00
SNYDER, DOLores J.	20-14-203-044-1002	05 HAIRSTON	50.00
SPRAGLE, MAGDALENE A.	20-14-203-044-1010	05 HAIRSTON	50.00
SPRAGLE, MAGDALENE A.	20-14-203-044-1010	05 HAIRSTON	50.00
SPRAGLE, MAGDALENE A.	20-14-203-044-1010	05 HAIRSTON	50.00
STEED, EDWARD	14-08-203-001-0000	48 SMITH	50.00
STEIN, HOWARD	20-12-104-002-0000	04 PRECKNINKLE	50.00
STEIN, MATHAN	14-08-203-001-0000	48 SMITH	50.00
STERNER, CHARLES L.	20-12-104-002-0000	04 PRECKNINKLE	50.00
TORIN, FRANCIS X.	14-08-203-001-0000	48 SMITH	50.00
TORISCH, FREDA	14-08-203-017-1224	48 SMITH	50.00
TOSCAS, JACQUELYN	17-10-400-012-1481	42 KATARUS	50.00
TURKOV, JUNE H.	14-08-203-001-0000	48 SMITH	50.00
UKHAN, ALVIN	17-03-202-061-1043	42 KATARUS	50.00
USLANDER, CONSTANCE	14-21-307-047-1059	44 TUNNEY	50.00
VAN WEI, JAMES H.	14-08-203-001-0000	48 SMITH	50.00
VRATHY, PATRICIA R.	14-08-203-001-0000	48 SMITH	50.00
WARREN, SALLY	14-21-301-002-0000	46 SHILLER	50.00
WASHINGTON, IDA J.	20-12-104-002-0000	04 PRECKNINKLE	50.00
WATSON, SUZANNE L.	14-08-403-028-1110	48 SMITH	50.00
WHITE SR., JAMES A.	20-12-104-002-0000	04 PRECKNINKLE	50.00
YARKELL, DELBERT E.	14-08-203-001-0000	48 SMITH	50.00
YOUNG, BARBARA J.	11-32-109-011-0000	49 MOORE	50.00
YOUNG, BARBARA L.	14-08-203-001-0000	48 SMITH	50.00
ZEIDMAN, IRA H.	14-08-203-001-0000	48 SMITH	50.00
ZIGNTZ, SYLVIA	20-12-108-039-1075	04 PRECKNINKLE	50.00
ZLOBIN, ZADNICA	14-05-215-015-1057	48 SMITH	50.00
ZUNSTEIN, YOSEF H.	14-21-314-053-1185	44 TUNNEY	50.00
* TOTAL AMOUNT			9,550.00

APPROVAL OF APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration seven applications for City of Chicago charitable solicitation (tag day) permits, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance be and is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

- A. Mount Greenwood Colts Youth Organization
September 17, 2004 through September 18, 2004 and October 1, 2004 through October 2, 2004 -- citywide;
- B. Y.M.C.A. of Metropolitan Chicago
September 10, 2004 through September 11, 2004 -- citywide;
- C. Juvenile Diabetes Research Foundation/Ford Motor Company Employees
September 10, 2004, September 17, 2004 and September 24, 2004 -- citywide;
- D. Saint Barbara Elementary School
September 25, 2004 through September 26, 2004 -- citywide;
- E. Little City Foundation
September 30, 2004 through October 3, 2004 -- citywide;
- F. Children International/DialogueDirect Professional Fundraisers
September 6, 2004 through November 30, 2004 and April 1, 2005 through November 30, 2005 -- citywide; and
- G. Kiwanis Clubs of Chicago
September 24, 2004 through September 25, 2004.

This order shall take effect and be in force from and after its passage.

*Do Not Pass -- SUNDRY CLAIMS
FOR VARIOUS REFUNDS.*

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on October 1, 2003, and on subsequent dates, sundry claims as follows:

Calo, Sonia

Carfo, Deeadra

Cohen, Bruce

German, Norman

Glover, Sarita

Johnson, Diane L. and GEICO Insurance

Lockhart, Ray

Lujan, Delia I.

McNelis, James

Morris, Deloris

Muzereus, Peter and State Farm Insurance Company

Peete, Gladys

Robles, Annabella and State Farm Insurance Company

Saffold, Beverly and Unique Insurance Company

Tatum, Wilbert

Temple, Fredrick Dean

Villafana, Michael

having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF JULY, 2004.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgements were entered or cases were settled during the month of July, 2004, having had the same under advisement,

begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed On File*.

Placed On File -- LIST OF APPLICATIONS
FOR TIFWORKS PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of applications for the TIFWorks program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of applications and report were *Placed On File*.

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 280,
SECTION 170 OF MUNICIPAL CODE OF CHICAGO
REGARDING CABLE TV FRANCHISE FEE AND
OTHER COMPENSATION.

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman Beavers, *Deferred* and ordered published:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an amended ordinance authorizing the amending of Section 4-280-170 of the Municipal Code of the City of Chicago regarding Cable TV Franchise fees and other compensation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, Chicago Access Corporation ("CAN TV"), a nonprofit corporation, was created in 1983 pursuant to Article VII of the Chicago Cable Communications

Ordinance ("Cable Ordinance") to, among other things, "promote and develop maximum community involvement in and use of cable television for cultural, educational, health, social service, civic, community and other nonprofit purposes"; and

WHEREAS, CAN TV has fulfilled that mandate over the past two (2) decades, becoming a respected institution and important asset of the City, winning awards at local, state and national levels and gaining a nationwide reputation as one of the finest public access centers in the country; and

WHEREAS, The Cable Ordinance provides that CAN TV is to be funded by the City's franchised cable companies and by "[f]oundation, corporate, governmental and other philanthropic grants"; and

WHEREAS, The underlying assumption with respect to CAN TV's present funding has been that there would be multiple, competing franchised cable companies in the City which would fund most of CAN TV's financial needs; and

WHEREAS, This underlying funding assumption has proved to be incorrect in that competition has failed in the City and it does not appear that there will be any additional cable companies seeking franchises or any additional competition in the near future; and

WHEREAS, The Cable Ordinance presently provides that each cable company franchised by the City "shall pay to the city a franchise fee of not less than five percent (5%) of its annual gross revenues during the period of its operation under the franchise"; and

WHEREAS, After the Cable Ordinance was passed, the federal Communications Act was amended so as to provide that "the franchise fees paid by a cable operator...shall not exceed five percent (5%) of such cable operator's gross revenues"; and

WHEREAS, For the above reasons, funding of CAN TV has decreased and CAN TV is in need of a new source of funding if it is to continue to provide the important cultural, educational and community services it has been providing the City, its residents and its nonprofit organizations; now, therefore,

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

SECTION 1. Section 4-280-170 of the Cable Act is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

4-280-170 Franchise Fee And Other Compensation.

A. A grantee, in consideration of the privilege granted under the franchise for the operation of a cable television system within the public ways of the city, the expense of regulation pursuant to the franchise incurred by the city and for other costs and considerations, shall pay (i) to the city a franchise fee of ~~not less than five~~ four percent of its annual gross revenues during the period of its operation under the franchise, and (ii) to CAN TV a franchise fee of one percent of its annual gross revenues during the period of its operation under the franchise.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 2005.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR EXECUTION OF COOPERATIVE SERVICE
AGREEMENT WITH UNITED STATES DEPARTMENT OF
AGRICULTURE FOR MANAGEMENT OF WILDLIFE
HAZARDS AT CHICAGO O'HARE INTERNATIONAL
AIRPORT AND CHICAGO MIDWAY
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on July 21, 2004) at the request of the Commissioner of Aviation, transmits an ordinance authorizing the execution of an cooperative service agreement with the United States Department

of Agriculture regarding wildlife management, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City, by and through its Department of Aviation ("Aviation"), owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare") and an airport known as Chicago Midway International Airport ("Midway", and together with O'Hare, the "Airports") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The airline operations at the Airports have experienced hazardous conditions and endangerment from birds striking aircraft at the Airports and from wildlife incursions on the Airports' properties; and

WHEREAS, The City is obligated to the Federal Government as an airport sponsor and federal grantee to comply with 14 C.F.R. Section 139.337 of the Federal Aviation Regulations (the "Wildlife Regulations") which holds airport owners and operators responsible for management of wildlife hazards at airports; and

WHEREAS, The United States Department of Agriculture (the "U.S.D.A."), by and through its Animal and Plant Health Inspection Service and Wildlife Services agencies, has represented itself to have experience and expertise in wildlife control; and

WHEREAS, The City has previously engaged the U.S.D.A. for assistance in meeting the requirements set forth in the Wildlife Regulations at the Airports; and

WHEREAS, The terms of the City's previous engagement of the U.S.D.A. are set out in a cooperative service agreement, effective December 7, 2001, with respect to O'Hare, and in a cooperative service agreement, effective May 1, 1998, with respect to Midway; and

WHEREAS, The cooperative service agreement for Midway expired on May 31, 2004, and the cooperative service agreement for O'Hare ("O'Hare Agreement") is scheduled to expire on December 31, 2005; and

WHEREAS, The City now desires to renew its engagement of the U.S.D.A. at Midway and to extend its engagement of the U.S.D.A. at O'Hare for such assistance in meeting the requirements set forth in the Wildlife Regulations; and

WHEREAS, The City further desires to consolidate in one (1) agreement the terms of its engagement of the U.S.D.A. for both O'Hare and Midway; and

WHEREAS, The City desires the terms of the O'Hare Agreement currently in effect to remain in effect through its date of expiration, December 31, 2005; and

WHEREAS, The City and the U.S.D.A. desire to enter into a consolidated cooperative service agreement to set forth the various obligations of the parties; now, therefore,

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

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

SECTION 2. The Commissioner of Aviation (the "Commissioner") is hereby authorized to enter into and execute a cooperative service agreement substantially in the form attached hereto as Exhibit A, with such changes therein as shall be

approved by the Commissioner, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of cooperative service agreement attached hereto.

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

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

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

Exhibit "A".

Cooperative Service Agreement.

This cooperative service agreement (the "Agreement") is entered into as of this _____ day of _____, 2004, by and between the City of Chicago, a municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, acting by and through its Department of Aviation ("D.O.A."), and the United States Department of Agriculture, acting by and through its division of Animal and Plant Health Inspection Services ("A.P.H.I.S."), and the Wildlife Services ("W.S.").

Article I.

The purpose of this Agreement is to engage the services of the U.S.D.A.-A.P.H.I.S.-W.S. to conduct operational control activities to reduce wildlife hazards to aircraft operations at Chicago Midway International Airport ("Midway") and O'Hare International Airport ("O'Hare", and collectively, the "Airports") and the critical airspace surrounding the Airports. This Agreement allows W.S. personnel to conduct control operations for the protection of human and aviation safety.

Article II.

W.S. has authority under the Animal Damage Control Act of March 2, 1931 (7 U.S.C. 426 -- 426c), for the Secretary of Agriculture to cooperate with states, individuals, public and private agencies, organizations and institutions on programs/projects to conduct investigations, experiments and tests to control wild animals and birds injurious to agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

Article III.

Provisions Of Mutual Agreement:

1. The parties' authorized representatives responsible for the joint administration of the activities conducted pursuant to this Agreement are:

For The City:

John Roberson
Commissioner
Department of Aviation
Chicago O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666
(the "Commissioner")

For The W.S.:

State Director
U.S.D.A.-A.P.H.I.S.-W.S.
2869 Via Verde Drive
Springfield, Illinois 62703
(the "State Director")

2. Personnel authorized to attend meetings under this Agreement shall be the Commissioner, State Director and/or those additional persons authorized and approved by the Commissioner or State Director.
3. W.S. shall perform the services set forth in Attachments A and C (the "Project Work Plan"), attached hereto and made a part hereof. This Project Work Plan may be amended by the parties in writing, at any time during

the term of this Agreement, to add or delete services from the Project Work Plan.

4. This Agreement shall take effect, with respect to Midway, retroactive to June 1, 2004, and shall take effect, with respect to O'Hare, January 1, 2006, when signed by authorized officials of both parties. This Agreement shall terminate on May 31, 2009 (the "Termination Date"), unless terminated earlier as provided herein. The Cooperative Services Agreement for O'Hare currently in effect at O'Hare will remain in effect through December 31, 2005. This Agreement may be terminated by either party upon ninety (90) days' notice in writing to the other party. The Commissioner shall have the option to extend the Agreement for additional one (1) year periods, if desired, by written notice to the other party before the Termination Date.
5. The Commissioner, in future budget years, may agree to increase the annual budget by no more than ten percent (10%) of this Agreement's annual reimbursement amount as detailed in Attachments B and D if the Project Work Plan is not amended in future years to expand or decrease the services to be performed. If expanded or reduced services are sought, the Commissioner may increase the annual budget amount by more than ten percent (10%) to address additional services in the Work Plan, or reduce the budget amount commensurate with the reduction in services. Such modification will be reflected in an executed Amendment to this Agreement pursuant to Number 3 above.

Article IV.

Obligations Of The Parties:

1. The W.S. State Director will coordinate all involvement by W.S. and other divisions of A.P.H.I.S., and designate staff as appropriate, based on availability and needs.
2. W.S. shall keep records and receipts of all reimbursable expenditures hereunder, and City shall have the right to inspect such records. Such records are to be maintained by W.S. for a period of one (1) year after completion of services performed under this Agreement.
3. Each month, W.S. shall render a bill for expenses incurred in the preceding month, accompanied by such records, receipts and other

information City may require, in accordance with instructions provided by the Commissioner. Additional copies of the bill shall be sent to those parties designated by the Commissioner. Upon receipt of each bill, City will prepare a statement setting forth the approximate amount of compensation earned by W.S. as of the billing date. The statement shall be promptly reviewed by the Commissioner or his/her designee. Within fifteen (15) days of approval of the statement by the Commissioner, the City shall pay to W.S. by check an amount equal to the total compensation earned, less all prior payments to W.S. or for W.S.' account. A copy of the statement shall accompany such payment. All amounts paid under this Agreement are subject to final audit by City. At the time total compensation due to W.S. as reflected in an approved statement reaches the total annual funding amount, shall notify the Commissioner or his/her designee in writing.

4. W.S. shall consult with the Commissioner or his/her designee prior to issuing any news release, advertisement or literature of any kind, or permitting the issuance of any news release, advertisement or literature of any kind which refers to the Airports or the services performed in connection with this Agreement. W.S. shall not issue any such release, advertisement or literature without the express prior approval of the Commissioner or his/her designee.
5. Only those services set forth in Attachments A and C (Project Work Plan) shall be performed pursuant to this Agreement. The parties may agree in writing, at any time during the term of this Agreement, to amend or modify, add or delete services from Attachments A and C. City shall not be required to compensate W.S. for any services performed by W.S., A.P.H.I.S., or U.S.D.A. unless those services are part of the Project Work Plan set forth in Attachments A and C. Any amendment or modification of the services described in Attachments A and C will be reflected in an appropriate modification of the budget amount due for services, with increases or decreases in the service-determined budget amount in accordance with Article III, Number 5 above.
6. City shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.
7. This Agreement being based upon W.S.' special qualifications for the

services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any monies due or to become due hereunder without the express written consent of the Commissioner shall be void and of no effect as to City; provided, however, that W.S. may sublet services to subcontractors with the express written consent of the Commissioner. All persons to whom W.S. sublets services, however, shall be deemed to be W.S. agents and no subletting or approval thereof shall be deemed to release W.S. from its obligations under this Agreement, to impose any obligation on the City to such subcontractor or to give the subcontractor any rights whatsoever against the City.

8. W.S.' services hereunder shall be those specified in Attachments A and C. The objective of the service Agreement is to conduct operational control activities to reduce wildlife hazards to aircraft operations at the Airports and the critical airspace surrounding the Airports.

Article V.

Obligations Of The City:

1. City hereby authorizes W.S. to conduct operations as described in Attachments A and C.
2. City will reimburse W.S. for expenses in connection with the services defined in Attachments A and C as follows:

City will reimburse W.S., in accordance with written instructions from the State Director, for all costs one hundred percent (100%) up to but not exceeding the total annual funding of the project as stated in Attachments B and D per calendar year as compensation for the current services identified in Attachments A and C. City shall reimburse W.S. for all research, travel, lodging, per diem, salary, benefits, and miscellaneous costs associated with the services listed in Attachments A and C.

The amount City shall reimburse W.S. for traveling from their regular duty station to the temporary duty locations at or surrounding the Airports or to such other sites as determined to be appropriate by the Commissioner, for the purpose of participating in meetings and/or carrying out duties or activities relating to the performance of services listed in Attachments A and C and returning to the regular duty station, shall be equal to U.S.D.A.'s actual costs for salary and benefits plus

travel costs as determined in accordance with U.S.D.A.'s normal and usual travel rules and regulations.

3. City shall notify W.S. of the date of any proposed meeting verbally or in writing as far in advance of the meeting date as practical.
4. City shall provide W.S. personnel with whatever training is necessary to meet Federal Aviation Administration (the "F.A.A.") requirements for travel within Airport restricted areas and/or an approved Airport vehicle and an Airport escort as required by F.A.A. regulations.
5. City shall provide W.S. personnel with reasonable office and storage space and telephone services to conduct normal administrative duties.
6. At the Commissioner's discretion, the reimbursement amount for Agreement extensions pursuant to Article III, Numbers 3 and 4 above, is subject to the limitation noted in Article III, Number 5 above.

Article VI.

All U.S.D.A.-A.P.H.I.S.-W.S. activities will be conducted in accordance with applicable federal, state and local laws.

Article VII.

The U.S.D.A.-A.P.H.I.S.-W.S. will hold the City harmless from any damages or liability arising from the negligent act or omission of the U.S.D.A., A.P.H.I.S. and/or W.S. to the extent compensation is available pursuant to the Federal Tort Claims Act ("F.T.C.A."), 25 U.S.C. 2761, et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of City. Such relief shall be provided pursuant to the procedures set forth in the F.T.C.A. and applicable regulations.

Article VIII.

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Article IX.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, amended or terminated except in writing signed by both parties or as otherwise explicitly provided in this Agreement.

Article X.

1. This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate U.S.D.A./W.S. upon failure of Congress to so appropriate.
2. The City fund chargeable for work performed under the Midway Work Plan is 610-85-4305-0140 and the fund chargeable for work performed under the O'Hare Work Plan is _____, and payments are limited to availability of funds contained therein.

In Witness Whereof, The City has caused this Agreement to be executed on its behalf by its Commissioner of Aviation, pursuant to due authorization of the City Council of City, and U.S.D.A. has caused this Agreement to be executed on its behalf, all as of the day and year indicated below.

City of Chicago

John Roberson,
Commissioner of Aviation
Department of Aviation
Chicago O'Hare International
Airport
P.O. Box 66142
Chicago, Illinois 60666

Date

United States Department of
Agriculture Animal and Plant
Health Inspection Service
Wildlife Services

Kirk Gustad,
U.S.D.A.-A.P.H.I.S.-W.S.
2869 Via Verde Drive
Springfield, Illinois 62703
(the "State Director")

Date

Attachments "A", "B", "C" and "D" referred to in this Cooperative Service Agreement with United States Department of Agriculture read as follows:

Attachment "A".
(To Cooperative Service Agreement With United States
Department Of Agriculture)

Midway Work Plan.

Introduction.

The United States Department of Agriculture ("U.S.D.A.") is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services ("W.S.") is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426 -- 426c) as amended. Wildlife Services activities are conducted in cooperation with other federal, state and local agencies; private organizations and individuals.

The W.S. program uses an Integrated Wildlife Damage Management ("I.W.D.M.") approach (sometimes referred to as I.P.M. or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. I.W.D.M. is described in Chapter 1, 1 -- 7 of the Animal Damage Control Program Final Environmental Impact Statement (U.S.D.A., 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the

offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose.

To engage the services of the U.S.D.A-A.P.H.I.S-W.S. to conduct operational control activities to reduce wildlife hazards to aircraft operations at Midway and in the critical airspace surrounding Midway. This Agreement allows W.S. personnel to conduct control operations for the protection of human and aviation safety.

Planned U.S.D.A., A.P.H.I.S., Wildlife Services Activities.

To reduce wildlife hazards to aircraft operations at Midway and in the critical airspace surrounding Midway. As directed by the Federal Aviation Administration, this Agreement allows for direct assistance by W.S. personnel to conduct wildlife control operations for human and aviation safety.

Anticipated Project Results And Benefits.

Through the application of an integrated wildlife hazard management plan by W.S., wildlife (birds and mammals) hazards to aircraft will be reduced and public safety will be enhanced. Implementation of this plan will result in a reduction of wildlife activity in and around the Airport that presents a direct hazard to aircraft operations. This hazard reduction will directly result in increased operational safety for aircraft using Midway. Animals and animal parts from wildlife control operations are to be made available by W.S. for donation to the Greater Chicago Food Depository for distribution of the meat to homeless shelters, if appropriate.

Personnel.

One (1) full-time wildlife biologist will be employed to conduct wildlife control operations and to determine the extent and causes of bird activity in and around Midway.

Action.

W.S. wildlife biologists will implement the Wildlife Damage Management Plan prepared for Midway by W.S.. This plan involves the integrated application of all available control techniques including, but not limited to, the following: harassment

(pyrotechnics, audio calls); wildlife patrol, inspections and log; tenant safety and education meetings; information dissemination to Department of Aviation operations and other staff; neighborhood education; wildlife removal; education of other on- and off-airport groups whose behavior and actions influence wildlife activity at the Airport; and provide recommendations for habitat modification, NOTAMs (Notice To AirMen) on known immediate wildlife hazards and security fence repairs.

Use Of Equipment.

W.S. will use control techniques approved by and in accordance with federal, state, and local laws and regulations.

Monitoring Of Accomplishments.

Monthly reports of activities and findings will be provided to Midway. The reports will include an analysis of bird strikes by runway, date and species. On an annual basis W.S. shall provide a summary of the monthly reports. W.S. shall submit to the City an annual list of objectives. These objectives should state clearly how the objectives are to be achieved and list any new technology or methods used at Midway to enhance safety on the airfield as it relates to wildlife control, wildlife removal, et cetera. A report based on these objectives shall be submitted on an annual basis detailing the results of the set objectives. Additional reports may be provided to the Airport upon request.

Midway Work Plan Period.

June 1, 2004 -- May 31, 2009.

Attachment "B".

(To Cooperative Service Agreement With United States
Department Of Agriculture)

Midway Financial Plan.

Personal Costs	\$54,000
Travel	2,000

Vehicle Usage	\$ 6,000
Supplies and Services	3,000
Program Support	<u>10,000</u>
TOTAL:	\$75,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed Seventy-five Thousand Dollars (\$75,000) per calendar year.

Financial Point Of Contact

Cooperator: _____ Phone: _____
Name to call for billing questions

A.P.H.I.S.-W.S.: Brenda J. Scott, Budget Analyst Phone: (Omitted for
printing
purposes)

Attachment "C".
(To Cooperative Service Agreement With United States
Department Of Agriculture)

O'Hare Work Plan.

Introduction.

The United States Department of Agriculture ("U.S.D.A.") is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services ("W.S.") is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426c) as amended. Wildlife Services activities are conducted in cooperation with other federal, state and local agencies; private organizations and individuals.

The W.S. program uses an Integrated Wildlife Damage Management ("I.W.D.M.") approach (sometimes referred to as I.P.M. or Integrated Pest Management) in which a series of methods may be used or recommended to reduce wildlife damage. I.W.D.M. is described in Chapter 1, 1 -- 7 of the Animal Damage Control Program Final Environmental Impact Statement (U.S.D.A. 1994). These methods include the alteration of cultural practices as well as a habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose.

To engage the services of the U.S.D.A.-A.P.H.I.S.-W.S. to conduct operational control activities to reduce wildlife hazards to aircraft operations at O'Hare and in the critical airspace surrounding O'Hare. This Agreement allows W.S. personnel to conduct control operations for the protection of human and aviation safety.

Planned U.S.D.A., A.P.H.I.S., Wildlife Services Activities.

To reduce wildlife hazards to aircraft operations at O'Hare and in the critical airspace surrounding O'Hare. As directed by the Federal Aviation Administration, this Agreement allows for direct assistance by W.S. personnel to conduct wildlife control operations for human and aviation safety.

Anticipated Project Results And Benefits.

Through the application of an integrated wildlife hazard management plan by W.S., wildlife (birds and mammals) hazards to aircraft will be reduced and public safety will be enhanced. Implementation of this plan will result in a reduction of wildlife activity in and around O'Hare that presents a direct hazard to aircraft operations. This hazard reduction will directly result in increased operational safety for aircraft using O'Hare. Animals and animal parts from wildlife control operations are to be made available by W.S. for donation to the Greater Chicago Food Depository for distribution of the meat to homeless shelters, if appropriate.

Personnel.

Two (2) full-time wildlife biologists will be employed to conduct wildlife control operations and to determine the extent and causes of bird activity in and around the Airport.

Action.

W.S. wildlife biologists will implement the Wildlife Damage Management Plan prepared for O'Hare by W.S.. This plan involves the integrated application of all available control techniques including, but not limited to, the following: harassment (pyrotechnics, audio calls); wildlife patrol, inspections and log; tenant safety and education meetings; information dissemination to Department of Aviation operations and other staff; neighborhood education; wildlife removal; education of other on-and off-airport groups whose behavior and actions influence wildlife activity at the Airport; and provide recommendations for habitat modification, NOTAMs (Notice To AirMen) on known immediate wildlife hazards and security fence repairs.

Use Of Equipment.

W.S. will use control techniques approved by and in accordance with federal, state and local laws and regulations.

Monitoring Of Accomplishments.

Monthly reports of activities and findings will be provided to O'Hare. The reports will include an analysis of bird strikes by runway, date and species. On an annual basis W.S. shall provide a summary of the monthly reports. W.S. shall submit to the City an annual list of objectives. These objectives should state clearly how the objectives are to be achieved and list any new technology or methods used at O'Hare to enhance safety on the airfield as it relates to wildlife control, wildlife removal, et cetera A report based on these objectives shall be submitted on an annual basis detailing the results of the set objectives. Additional reports may be provided to O'Hare upon request.

O'Hare Work Plan Period.

January 1, 2006 -- May 31, 2009.

Attachment "D".

(To Cooperative Service Agreement With United States
Department Of Agriculture)

O'Hare Financial Plan.

Personnel Cost

\$108,000

9/1/2004

REPORTS OF COMMITTEES

29893

Travel	\$ 8,000
Equipment and Materials	18,000
Program Support	<u>22,000</u>
TOTAL:	\$156,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed One Hundred Fifty-six Thousand Dollars (\$156,000) per calendar year.

Financial Point Of Contact

Cooperator: _____ Phone: _____
Name to call for bill questions

AUTHORIZATION FOR EXECUTION OF AGREEMENTS WITH
VARIOUS ENTITIES FOR IMPLEMENTATION OF
O'HARE MODERNIZATION PROGRAM.

The Committee on Aviation submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on July 21, 2004) at the request of the executive director of the O'Hare Modernization Program, transmits a substitute ordinance (submitted August 27, 2004) concerning the execution of program-related agreements, begs leave to recommend that Your Honorable Body Pass the proposed substitute which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution and, as such, may exercise any power and perform any function related to its government and affairs; and

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

WHEREAS, The improvements proposed under the O'Hare Modernization Program (the "O.M.P.") will include, among other things, the addition of a new runway, the relocation of three (3) runways and the extension of two (2) runways, the creation of a new western terminal and parking facilities, and the connection of the western terminal facility to the existing terminal core by an automated people mover system; and

WHEREAS, The O.M.P. improvements will provide numerous benefits, including the reduction of weather related delays at the Airport by an estimated ninety-five percent (95%) and overall delays by an estimated seventy-nine percent (79%) (which will have the effect of providing savings to consumers of an estimated Three Hundred Eighty Million Dollars (\$380,000,000) per year) and the projected creation of one hundred ninety-five thousand (195,000) jobs and an additional Eighteen Billion Dollars (\$18,000,000,000) a year in economic activity; and

WHEREAS, No local or State of Illinois taxpayer dollars will be used to fund the O.M.P.; and

WHEREAS, The implementation of the O.M.P. will require the City to coordinate with and obtain the cooperation of various local, state and federal governmental entities and agencies, utility companies, railroads and air carriers (collectively, "O.M.P. Ancillary Agreement Parties") including, without limitation, the entities listed on Exhibit A to this ordinance, which Exhibit A is hereby incorporated in this ordinance by this reference; and

WHEREAS, The physical and operational complexities of the O.M.P. will require relatively simultaneous negotiation, execution and implementation of a broad range of agreements, including, but not limited to: intergovernmental agreements; amendments to certain easements and licenses; reimbursement and cost-sharing agreements for design and construction of new and relocated capital improvements; environmental and construction permits; relocation and modification of utility and other infrastructure improvements; acquisition of air rights and other similar agreements which are necessary or desirable in order to implement the O.M.P. (collectively, "O.M.P. Ancillary Agreements") including, without limitation, the agreements generally described on Exhibit A to this ordinance; and

WHEREAS, The management of the O.M.P. is being carried out by its designated executive director (the "Executive Director"), and it is in the City's interest that the Executive Director have the authority to negotiate and expeditiously execute O.M.P. Ancillary Agreements; and

WHEREAS, In order to implement the O.M.P., it may also be necessary to amend the Water Purchase Agreement between the Northwest Suburban Municipal Joint Action Water Agency ("J.A.W.A.") and the City (the "J.A.W.A. Water Purchase Agreement") and the Facilities and Reservoir Site Lease and Grant of Related Easements between the City and J.A.W.A. (the "J.A.W.A. Lease" and together with the J.A.W.A. Water Purchase Agreement, "J.A.W.A. Agreements"); and

WHEREAS, The City wishes to authorize the expenditure of funds in this ordinance for any payments or expenses required under the O.M.P. Ancillary Agreements; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council and are hereby incorporated in this ordinance by this reference.

SECTION 2. The Executive Director or her designees are hereby authorized to negotiate O.M.P. Ancillary Agreements described in Exhibit A to this ordinance and such other agreement with O.M.P. Ancillary Agreement Parties as shall be necessary and desirable to implement the O.M.P., except that nothing in this ordinance authorizes the execution of new agreements with air carriers other than as specifically described in Exhibit A. The Executive Director is hereby authorized to execute such O.M.P. Ancillary Agreements and other agreements on behalf of the City. Any obligations payable by the City pursuant to such O.M.P. Ancillary Agreements and other agreements may only be paid out of legally available funds of the Airport. Such O.M.P. Ancillary Agreements may contain such terms and conditions as are determined by the Executive Director to be necessary and desirable, including, without limitation, provisions pursuant to which the City agrees to indemnify or hold harmless any party or parties to such O.M.P. Ancillary Agreements and other agreements. The Executive Director shall cause to be filed with the City Clerk a copy of each O.M.P. Ancillary Agreement other agreement executed pursuant to this ordinance promptly after the execution of such O.M.P. Ancillary Agreement or other agreement.

SECTION 3. The Executive Director and other City officials and employees are hereby further authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under this ordinance or to implement O.M.P. Ancillary Agreements or other agreements that have been executed pursuant to this ordinance and to execute and implement such other related documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. The Commissioner of the Department of Water Management ("Water Management Commissioner") and the Executive Director are hereby authorized to jointly negotiate and execute on behalf of the City such amendments to the J.A.W.A. Agreements or such other cost-sharing, reimbursement or other agreements with J.A.W.A. relating to the design, construction and relocation of facilities authorized by the J.A.W.A. Agreements as are necessary or desirable for the implementation of the O.M.P.. Such amendments and agreements may contain such terms and conditions as are determined by the Water Management Commissioner and the Executive Director to be necessary and desirable to implement this ordinance, including, without limitation, provisions pursuant to which the City agrees to indemnify or hold harmless J.A.W.A. and/or its component entities. Any obligations payable by the City pursuant to such amendments or agreements may only be paid out of legally available funds of the Airport. The Water Management Commissioner and the Executive Director shall cause to be filed with the City Clerk a copy of each

such amendment and agreement executed pursuant to this ordinance promptly after the execution of such amendment or agreement.

SECTION 5. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

O.M.P. Ancillary Agreements.

I. Intergovernmental Agreements.

A. Federal Aviation Administration.

1. Reimbursement agreements and leases for supplemental air traffic control towers on the north and south sides of the airfield.
2. Reimbursement agreements and licenses and easements for navigational aids.
3. Agreements related to operation of the airfield of the Airport and/or the airspace surrounding the Airport necessary or desirable for the implementation of the O.M.P.

B. Illinois Department Of Transportation ("I.D.O.T.").

1. Cost-sharing agreement for reconfiguration of the Irving Park Road intersection with York Road and associated relocation of railroad right-of-way.
2. Acquisition of right-of-way for a portion of Old Higgins Road and reimbursement agreement for alteration of remaining portion of Old Higgins Road.

3. Facilitation of I.D.O.T. intersection improvements at Mount Prospect Road and Touhy Avenue, if required to support O.M.P., including granting of right-of-way on Airport property.
4. Acquisition of easement and other property rights from I.D.O.T. as needed to locate navigational instrumentation required by the F.A.A. for the O.M.P.
5. Agreement between the City, I.D.O.T., DuPage County, Union Pacific and Canadian Pacific Railroads allocating responsibility to maintain bridge structure built to grade separate York Road and Irving Park Road intersection and the Union Pacific and Canadian Pacific Railroad lines.

C. Illinois State Toll Highway Authority ("I.S.T.H.A.").

1. Acquisition of Willow-Higgins Creek bed and drainage easement.
2. Acquisition of easement and other property rights from I.S.T.H.A. as needed to locate navigational instrumentation required by the F.A.A. for the O.M.P.
3. Grant of easement to I.S.T.H.A. to accommodate drainage needs.

D. Cook County.

Reimbursement or cost-sharing agreement and right-of-way adjustment for relocation of Mount Prospect Road south of Touhy Avenue.

E. City Of Des Plaines, Village Of Bensenville And Elk Grove Village.

Reimbursement or cost-sharing agreements for construction or relocation of water mains, sewers and roads.

F. Village Of Schiller Park.

Amendment of agreement regarding change in flow volume of force main.

G. Village Of Franklin Park.

Agreement between the City, Franklin Park and the Union Pacific Railroad allocating responsibility to maintain bridge structure built to carry the Union Pacific Railroad over Green Street.

H. Metra.

Agreement regarding construction of a bridge structure for Union Pacific Railroad over existing Metra line and other modifications to Metra facilities.

I. Metropolitan Water Reclamation District Of Greater Chicago.

Agreement regarding increase in the amount of surface runoff and flow-rate demand related to the O.M.P.

J. DuPage County Forest Preserve District.

Agreement to acquire Silver Creek Forest Preserve property.

K. Universities/University Of Illinois.

Reimbursement or cost-sharing agreements to support runway design standards, testing and other research and activities in support of the O.M.P.

II. Utility Companies And Railroads.

A. ComEd, Peoples Gas, Northern Illinois Gas (NICOR), SBC and Level 3.

1. Reimbursement or cost-sharing agreements for construction or relocation of utility facilities.
2. Granting, acquiring or modifying easements.

B. Union Pacific Railroad.

1. Reimbursement or cost-sharing agreements for relocation of railroad and fiber optic line.
2. Property rights agreements for relocation of railroad right-of-way.
3. Construction, operation and service agreement for temporary spur line to serve O.M.P. construction activities.

C. Canadian Pacific Railroad.

1. Reimbursement or cost-sharing agreement for improvements to railroad crossing at Irving Park Road.
2. Property rights agreements for relocation of railroad right-of-way.

III. Air Carriers.

A. American Airlines, United Airlines, Federal Express and Northwest Airlines.

Reimbursement or cost-sharing agreements for planning and design and long lead time material and equipment, if any, related to the future relocation of facilities necessary or desirable to implement the O.M.P.

B. Parties To The Amended And Restated Chicago-O'Hare International Airport Fueling System Lease ("Fuel System Lease").

1. Reimbursement or cost-sharing agreements for planning, design and construction related to the relocation and improvements of fueling system facilities necessary or desirable to implement the O.M.P.
2. Amendments to the Fuel System Lease to permit and to reimburse the parties to the Fuel System Lease for planning, design and construction related to improvements to and/or location or relocation of fueling system facilities necessary for the implementation of the O.M.P. agreement.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT OF YEAR 2004 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925 TO PROVIDE GRANT
AWARDS FOR PUBLIC SERVICE PROJECTS
ADMINISTERED BY DEPARTMENTS OF
ENVIRONMENT, HUMAN SERVICES
AND PUBLIC HEALTH.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the Year 2004 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state and/or private agencies, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2004 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded additional state grant funds in the amount of Thirty-five Thousand Dollars (\$35,000) by the Illinois Department of Public Health ("I.D.P.H.") which shall be used for the Childhood Lead Poisoning with Environmental Services Program; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of Thirty-nine Thousand Dollars (\$39,000) by I.D.P.H. which shall be used for the Illinois Breast and Cervical Cancer Program; and

WHEREAS, The City through its Department of Human Services has been awarded additional federal grant funds in the amount of Ninety-one Thousand Four Hundred Seventy-four Dollars (\$91,474) by the Illinois Department of Commerce and Economic Opportunity which shall be used for Community Services Block Grant Program; and

WHEREAS, The City through its Department of Environment ("Environment") has been awarded federal grant funds in the amount of Fifteen Thousand Dollars (\$15,000) by the United States Department of Agriculture Forest Service which shall be used for the Rain Garden Model Project; and

WHEREAS, The City through Environment has been awarded federal grant funds in the amount of Three Hundred Fifteen Thousand Dollars (\$315,000) by the United States Environmental Protection Agency which shall be used for the Chicago School Bus Emission Reduction Program; now, therefore,

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

SECTION 1. The sums of Four Hundred Ninety-five Thousand Four Hundred Seventy-four Dollars (\$495,474) not previously appropriated, representing increased grant awards have become available for appropriation for the year 2004.

SECTION 2. The sum of Four Hundred Ninety-five Thousand Four Hundred Seventy-four Dollars (\$495,474) not previously appropriated is hereby appropriated

from Fund 925 -- Grant Funds for the year 2004. The Annual Appropriation Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 3. The Commissioner of Environment is authorized, subject to approval of the Corporation Counsel, to enter into agreements with the Chicago Public Schools and various owners of buses in connection with the Chicago School Bus Emission Reduction Program.

SECTION 4. The Commissioner of Environment is authorized, subject to approval of the Corporation Counsel, to enter into agreements with the Chicago Public Schools in connection with the Rain Garden Model Project.

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

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

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

Exhibit "A".

Amendment To The 2000 Appropriation Ordinance.

Estimate of Grant Revenue
For 2004

Code	Department And Item	Strike Amount	Add Amount
	Awards from Agencies of Federal Government	\$896,916,560	\$897,377,034

29904

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9/1/2004

Code	Department And Item	Strike Amount	Add Amount
	Awards from Agencies of State Government	\$220,662,265	\$220,697,265
925 -- Grant Funds			
41	Department Of Public Health:		
	Childhood Lead Poisoning Prevention: I.D.P.H.	\$ 800,000	\$ 835,000
	Breast Cancer Cervical Cancer Outreach Program	711,000	750,000
53	Department Of Human Services:		
	Community Services Block Grant	\$11,412,000	\$11,503,474
72	Department Of Environment:		
	Rain Garden Model Project		\$ 15,000
	Chicago School Bus Emission Reduction		315,000

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED
ALLOCATION OF EMPOWERMENT ZONE/ENTERPRISE
COMMUNITY GRANT FUNDS TO CHICAGO
EMPLOYMENT SERVICES, INC. TO REFLECT
MERGER AND NAME CHANGE TO
SUBURBAN JOB LINK CORP.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to an ordinance passed February 2, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 78854) authorizing the allocation of empowerment zone/enterprise community grant funds for the Suburban Job Link Corporation Institute, 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) WILLIAM M. BEAVERS,
Chairman.

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

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

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 ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise any power related to its local governmental affairs; and

WHEREAS, In Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66) the Congress of the United States authorized the United States Department of Housing and Urban Development ("H.U.D.") to designate no more than six (6) empowerment zones ("E.Z.s") and not more than sixty-five (65) enterprise communities ("E.C.s") in urban areas of the United States; and

WHEREAS, E.Z.s and E.C.s are authorized for economically disadvantaged areas and are intended to be areas of concentrated economic development activity, development through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnership and strategic vision for change of the affected community; and

WHEREAS, Pursuant to ordinances passed by the City Council of the City of Chicago ("City Council") on April 13, 1994 (published at pages 48383 -- 48392 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date) and on May 18, 1994 (published at pages 50685 -- 50708 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date), the City's Commissioner of Planning and Development submitted the City's application for designation of one (1) E.Z. and/or one (1) or more E.C.s within eligible areas in the City; and

WHEREAS, H.U.D. approved the City's application for designation of certain portions of the City as E.Z. areas on December 21, 1994 (such portions of the City being hereinafter referred to as the "E.Z. Area"), making the City eligible to receive One Hundred Million Dollars (\$100,000,000) in E.Z. funds from the United States Department of Health and Human Services ("H.H.S."); and

WHEREAS, H.H.S. has awarded One Hundred Million Dollars (\$100,000,000) of Title XX Social Security Block Grant funds ("E.Z. Funds") to the State of Illinois, Department of Human Services through its predecessor agency the Illinois Department of Public Aid ("I.D.H.S.") for use by the City for projects benefitting residents of the E.Z. Area ("E.Z. Eligible Projects"); and

WHEREAS, The I.D.H.S. and the City have entered into a grant agreement with an effective date of July 1, 1995 (the "E.Z. Grant Agreement"), pursuant to which I.D.H.S. has granted the E.Z. Funds to the City for E.Z. Eligible Projects; and

WHEREAS, The State of Illinois approved the City's application for designation of certain portions of the City as a non-federally designated enterprise community ("E.C.") (such portions of the City being hereinafter referred to as the "E.C. Area", and the E.Z. Area and E.C. Area collectively referred to as the "E.Z./E.C. Areas"), making the City eligible for state funds ("E.C. Funds" and the E.Z. Funds and E.C. Funds collectively referred to as the "E.Z./E.C. Funds") to support the federally designated empowerment zone and non-federally designated enterprise communities ("E.C. Eligible Projects"); and

WHEREAS, The I.D.H.S. and the City have entered into a grant agreement with an effective date of July 1, 1995 (the "E.C. Grant Agreement"), pursuant to which I.D.H.S. has granted the E.C. Funds to the City for E.C. Eligible Projects; and

WHEREAS, Pursuant to Chapter 2-151 of the Municipal Code of Chicago, an Empowerment Zone/Enterprise Community Coordinating Council (the "Coordinating Council") was created for various purposes related to the E.Z.s and the E.C.s, including: (a) to coordinate the implementation and periodic revision of E.Z./E.C. strategic plans; (b) to advise the City and other participating governmental units on all aspects of strategic plan implementation, including allocation of E.Z./E.C. Funds awarded to the City for the E.Z./E.C. Areas in accordance with the strategic plan; and (c) to receive, review and make recommendations on all applications for allocations of E.Z./E.C. funds, including the E.Z./E.C. Funds; and

WHEREAS, Chapter 2-151 also provides that the Coordinating Council shall submit its recommendations for the use of E.Z./E.C. Funds to the City Council through the City's Budget Director; and

WHEREAS, The Coordinating Council has issued requests for proposals for the use of the E.Z./E.C. Funds, has considered various proposals and has recommended approval of several proposals for the use of E.Z./E.C. Funds to further assist and benefit E.Z./E.C. Area residents to the City Council; and

WHEREAS, In addition to those proposals, the Coordinating Council has approved revisions to the E.Z./E.C. Project contained in Section 2, based on the merger of the Grantee, Chicago Employment Services, Inc., with Suburban Job Link Corporation, an Illinois not-for-profit corporation; and

WHEREAS, The City Council acknowledges the value of the proposals for the use of E.Z./E.C. Funds in the E.Z./E.C. Areas for which the Coordinating Council has recommended approval and that the proposals will serve numerous social and economic policy objectives, including, but not specifically limited to, one (1) or more of the goals and/or program options set forth in those parts of the H.U.D. E.Z. regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g) and/or in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f; now, therefore,

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

SECTION 1. All of the above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The identity of the Grantee contained in the ordinance identified below shall be revised as follows:

- A. The Grantee, Chicago Employment Services, Inc., named in the ordinance passed by the City Council on February 6, 2002 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* on page 78854 of that date, has merged with Suburban Job Link Corporation, an Illinois not-for-profit corporation, pursuant to Articles of Merger filed with the Secretary of State on July 1, 2003. The Grantee will henceforth be known as Suburban Job Link Corporation. The amount of E.Z./E.C. Funds shall not be increased, but shall remain in the amount of Four Hundred Ninety-eight Thousand Two Hundred Thirty-six and no/100 Dollars (\$498,236.00).

SECTION 3. Subject to the approval of the Corporation Counsel, as to form and legality, the Office of Budget and Management, and its Budget Director, or a designee of the Director ("Director"), are each hereby authorized (A) to use such monies for the purposes of the Program, and (B) to execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Program. Upon receipt of such proper documentation, the Director is hereby authorized to disburse the E.Z./E.C. Funds to the grantees for the Programs described in paragraph 2, above, subject to the terms and conditions acceptable to the Director and in accordance with the goals and purposes of the federal E.Z. legislation and regulations, and the state legislation and regulations.

SECTION 4. Pursuant to recommendations received from the Coordinating Council, the Director may make such non-material revisions to the project description of the projects described in paragraph 2, above, as he deems reasonably necessary to implement such recommendations, provided that the revisions on any project do not involve an increase in the amount of the E.Z./E.C. Funds to be expended on such project.

SECTION 5. The E.Z. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f, the H.U.D. E.Z. regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.Z. Funds.

SECTION 6. The E.C. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.C. Funds.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any parts thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph or clause of this ordinance shall be held invalid, the invalidity of such section, paragraph or clause shall not affect any other provisions of this ordinance.

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

AUTHORIZATION FOR ALLOCATION OF EMPOWERMENT
ZONE/ENTERPRISE COMMUNITY GRANT FUNDS TO
ROSELAND LITTLE LEAGUE BASEBALL
ORGANIZATION FOR CONSTRUCTION
OF YOUTH CENTER AT EAST
105TH STREET AND SOUTH
MICHIGAN AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and Roseland Little League Baseball organization necessary for the allocation of empowerment zone/enterprise community grant funds, 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) WILLIAM M. BEAVERS,
Chairman.

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

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

Nays -- None.

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

Alderman Beale invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he is a member of the Board of Directors for the Roseland Little League Baseball Organization.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise any power pertaining to its local governmental affairs; and

WHEREAS, In Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66) the Congress of the United States authorized the United States Department of Housing and Urban Development ("H.U.D.") to designate no more than six (6) empowerment zones ("E.Z.s") and not more than sixty-five (65) enterprise communities ("E.C.s") in urban areas of the United States; and

WHEREAS, E.Z.s and E.C.s are authorized for economically disadvantaged areas, and are intended to be areas of concentrated economic development activity, development through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnership and strategic vision for change of the affected community; and

WHEREAS, Pursuant to ordinances passed by the City Council of the City of Chicago ("City Council") on April 13, 1994 (published at pages 48383 -- 48392 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date), and on May 18, 1994 (published at pages 50685 -- 50708 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date), the City's Commissioner of Planning and Development submitted the City's application for designation of one (1) E.Z. and/or one (1) or more E.C.s within eligible areas in the City; and

WHEREAS, H.U.D. approved the City's application for designation of certain portions of the City as E.Z. Areas on December 21, 1994 (such portions of the City being hereinafter referred to the "E.Z. Area"), making the City eligible to receive One Hundred Million Dollars (\$100,000,000) in E.Z. funds from the United States Department of Health and Human Services ("H.H.S."); and

WHEREAS, H.H.S. has awarded One Hundred Million Dollars (\$100,000,000) of Title XX Social Security Block Grant funds ("E.Z. Funds") to the State of Illinois, Department of Human Services through its predecessor agency the Illinois Department of Public Aid ("I.D.H.S.") for use by the City for projects benefitting residents of the E.Z. Area ("E.Z. Eligible Projects"); and

WHEREAS, The I.D.H.S. and the City have entered into a Grant Agreement with an effective date of July 1, 1995 (the "E.Z. Grant Agreement"), pursuant to which I.D.H.S. has granted the E.Z. Funds to the City for E.Z. Eligible Projects; and

WHEREAS, The State of Illinois approved the City's application for designation of certain portions of the City as a non-federally designated enterprise community ("E.C.") (such portions of the City being hereinafter referred to as the "E.C. Area", and the E.Z. Area and E.C. Area collectively referred to as the "E.Z./E.C. Areas"), making the City eligible for State funds ("E.C. Funds", and the E.Z. Funds and E.C. Funds collectively referred to as the "E.Z./E.C. Funds") to support the federally designated empowerment zone and non-federally designated enterprise communities ("E.C. Eligible Projects"); and

WHEREAS, The I.D.H.S. and the City have entered into a Grant Agreement with an effective date of July 1, 1995 (the "E.C. Grant Agreement"), pursuant to which I.D.H.S. has granted the E.C. Funds to the City for E.C. Eligible Projects; and

WHEREAS, Pursuant to Chapter 2-151 of the Municipal Code of Chicago, an Empowerment Zone/Enterprise Community Coordinating Council (the "Coordinating Council") was created for various purposes related to the E.Z.s and the E.C.s, including: (a) to coordinate the implementation and periodic revision of E.Z./E.C. strategic plans; (b) to advise the City and other participating governmental units on all aspects of strategic plan implementation, including allocation of E.Z./E.C. Funds awarded to the City for the E.Z./E.C. Areas in accordance with the strategic plan; and (c) to receive, review and make recommendations on all applications for allocations of E.Z./E.C. funds, including the E.Z./E.C. Funds; and

WHEREAS, Chapter 2-151 also provides that the Coordinating Council shall submit its recommendations for the use of E.Z./E.C. funds to the City Council through the City's Budget Director; and

WHEREAS, The Coordinating Council has issued requests for proposals for the use of the E.Z./E.C. Funds, has considered various proposals and has recommended approval of several proposals for the use of E.Z./E.C. Funds to further assist and benefit E.Z./E.C. Area residents to the City Council; and

WHEREAS, The City Council acknowledges the value of the proposals for the use of E.Z./E.C. Funds in the E.Z./E.C. Areas for which the Coordinating Council has recommended approval and that the proposals will serve numerous social and economic policy objectives, including, but not specifically limited to, one (1) or more of the goals and/or program options set forth in those parts of the H.U.D. E.Z. regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), and/or in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f; now, therefore,

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

SECTION 1. All of the above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2.

A. Grantee:	Roseland Little League Baseball Organization
Project Name:	Youth Center
Location:	12483 South Michigan Avenue
Recommended:	\$1,000,000.00

The applicant will use E.C. Funds to assist in the planning, property acquisition, and/or construction of a youth center to be located at East 105th Street and South Michigan Avenue. The applicant's goal is to enrich the lives of youth (ages five (5) -- eighteen (18)) by promoting leadership skills, providing a safe and fun place to grow, academic support, recreational activities, and an opportunity for mentorship. The youth center would allow the applicant's existing program to expand and further enhance the limited positive options available to youth in the area.

SECTION 3. Subject to the approval of the Corporation Counsel, as to form and legality, the Office of Budget and Management, and its Budget Director, or a designee of the Director ("Director"), are each hereby authorized (A) to use such monies for the purposes of the Program, and (B) to execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Program. Upon receipt of such proper documentation the Director is hereby authorized to disburse the E.C. Funds to the grantee for the Program described in paragraph 2 above, subject to the terms and conditions acceptable to the Director and in accordance with the goals and purposes of the federal E.Z. legislation and regulations, and the state legislation and regulations.

SECTION 4. Pursuant to recommendations received from the Coordinating Council, the Director may make such non-material revisions to the project description of the project described in paragraph 2, above, as he deems reasonably necessary to implement such recommendations, provided, that the revisions on any project do not involve an increase in the amount of the E.C. Funds to be expended on such project.

SECTION 5. The E.Z. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f, the H.U.D. E.Z. regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.Z. Funds.

SECTION 6. The E.C. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the Illinois Grant Funds Recovery Act, 30 IL705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.C. Funds.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any parts thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph or clause of this ordinance shall be held invalid, the invalidity of such section, paragraph or clause shall not affect any other provisions of this ordinance.

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

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2004
WITHIN CITY COUNCIL COMMITTEE ON HOUSING
AND REAL ESTATE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the transfer of funds within the City Council Committee on Housing and Real Estate, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

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

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 is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 2004. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2004 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services	100	15-2280	0000	\$5,000

TO:

Purpose	Fund	Code Department	Account	Amount
Contingencies	100	15-2280	0700	\$5,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Housing and Real Estate during the year 2004.

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

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR
2004 WITHIN CITY COUNCIL COMMITTEE
ON HUMAN RELATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the transfer of funds within the City Council Committee on Human Relations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

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

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 is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 2004. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2004 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services	100	15-2286	0000	\$5,000

TO:

Purpose	Fund	Code Department	Account	Amount
Commodities and Materials	100	15-2286	0300	\$5,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Human Relations during the year 2004.

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

DIRECTOR OF OFFICE OF BUDGET AND MANAGEMENT
MR. JOHN F. HARRIS REQUESTED TO PUBLISH
UPDATED CITY OF CHICAGO DIRECTORY.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a resolution memorializing the executive director of the Office of Budget and Management to publish an annual City of Chicago Phone Directory, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City of Chicago City Directory lists the names and contact numbers of city officials, with easy reference for members of the public and for other officers and employees; and

WHEREAS, The most current City Directory carries a message from Mayor Daley, which in part states: "in addition to listing phone and fax numbers, it also brings you up-to-date on changes and provides important data about the personnel and organization of City Departments"; and

WHEREAS, Unfortunately, there have been many cases of privatization, promotions, retirements, job phase-outs, et cetera, since the most recent directory was published. It therefore carries much misinformation and is in serious need of updating; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, do hereby memorialize the Director of the Budget and Management work toward the swift publication of a new, updated city directory, and to budget and plan annual publication of new directories in the future.

COMMITTEE ON BUILDINGS.

**AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.**

The Committee on Buildings submitted the following report:

CHICAGO, September 1 , 2004.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration thirty-four proposed sign orders (which were referred May 26, July 21 and August 25, 2004, respectively) pursuant to Section 14-40-120, "Aldermanic Recommendation", of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the attached sign orders (six -- 2nd Ward, one -- 10th Ward, three -- 13th Ward, two -- 14th Ward, one -- 20th Ward, one -- 25th Ward, one -- 26th Ward, four -- 27th Ward, one -- 28th Ward, three -- 32nd Ward, one -- 37th Ward, one -- 38th Ward, two -- 41st Ward, two -- 42nd Ward, one -- 43rd Ward, one -- 45th Ward, one -- 47th Ward and two -- 50th Ward) transmitted herewith.

This recommendation was concurred in by the committee members of the Committee on Buildings, with no dissenting votes.

These orders shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

629 West Cermak Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All Steel Structures, Inc., 16301 South Vincennes, South Holland, Illinois 60473, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 629 West Cermak Road:

Dimensions: length, 60 feet; height, 16 feet
Height Above Grade/Roof to Top of Sign: 110 feet
Total Square Foot Area: 960 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7455 South Cicero Avenue.
(145 Square Feet)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Office Depot, 7455 South Cicero Avenue (facing west):

Dimensions: length, 35 feet, 10 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 145 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7455 South Cicero Avenue.
(Facing South/322 Square Feet)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Office Depot, 7455 South Cicero Avenue (facing south):

Dimensions: length, 53 feet, 8 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 29 feet
Total Square Foot Area: 322 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7455 South Cicero Avenue.
(Facing West/322 Square Feet)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Olympic Signs, Inc., 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Office Depot, 7455 South Cicero Avenue (facing west):

Dimensions: length, 53 feet, 8 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 29 feet
Total Square Foot Area: 322 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1586 North Clybourn Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at @ Properties, Inc., 1586 North Clybourn Avenue:

Dimensions: length, 25 feet, 5 inches; height, 5 feet

Height Above Grade/Roof to Top of Sign: 15 feet

Total Square Foot Area: 127 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1 South Franklin Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Jewish Federation, 1 South Franklin Street:

Dimensions: length, 20 feet; height, 60 feet

Height Above Grade/Roof to Top of Sign: 75 feet

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

234 South Halsted Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Mr. Greek Gyros, 234 South Halsted Street:

Dimensions: length, 48 feet; height, 14 feet

Height Above Grade/Roof to Top of Sign: 40 feet

Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1015 North Halsted Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Gold Coast Storage, 1015 North Halsted Street:

Dimensions: length, 20 feet; height, 60 feet

Height Above Grade/Roof to Top of Sign: 75 feet

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

8501 West Higgins Road.
(East Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Co., 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a single-faced sign over 100 square feet and/or over 24 feet in height above grade at Westwood College, 8501 West Higgins Road (east elevation):

Dimensions: length, 67 feet; height, 6 feet, 6 inches
Height Above Grade to Top of Sign: 80 feet
Total Square Foot Area: 436 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

8501 West Higgins Road.
(West Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Co., 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a single-faced sign over 100 square feet and/or over 24 feet in height above grade at Westwood College, 8501 West Higgins Road (west elevation):

Dimensions: length, 67 feet; height, 6 feet, 6 inches
Height Above Grade to Top of Sign: 80 feet
Total Square Foot Area: 436 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

800 West Huron Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Cabrini Communications, 800 West Huron Street:

Dimensions: length, 40 feet; height, 30 feet

Height Above Grade/Roof to Top of Sign: 60 feet

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5300 West Irving Park Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Co., 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a double faced sign over 100 square feet and/or over 24 feet in height above grade at Lynch Volkswagen, 5300 West Irving Park Road:

Dimensions: length, 12 feet; height, 5 feet, 10 inches

Height Above Grade to Top of Sign: 35 feet

Total Square Foot Area: 140 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

600 West Jackson Boulevard.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Marc Realty, 600 West Jackson Boulevard:

Dimensions: length, 20 feet; height, 60 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4646 South Kedzie Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Marshall Sign, Co., 3610 South Albany Avenue, Chicago, Illinois 60632, for the erection of a sign over 100 square feet (in area of one face) at CCM Plaza, 4646 South Kedzie Avenue:

Dimensions: length, 10 feet; height, 22.5 feet
Height Above Grade to Top of Sign: 30.5 feet
Total Square Foot Area: 450 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4900 South Kedzie Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to The Holland Design Group, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Strip Mall, 4900 South Kedzie Avenue:

Dimensions: length, 12 feet; height, 38 feet

Height Above Grade/Roof to Top of Sign: 38 feet

Total Square Foot Area: 1,368 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6211 North Lincoln Avenue.

(Northwest Elevation Facing West Devon Avenue)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to National Signs, 960 Sivert Drive, Suite F, Wood Dale, Illinois 60191, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at The Home Depot, 6211 North Lincoln Avenue (northwest elevation facing West Devon Avenue):

Dimensions: length, 48 feet; height, 4 feet

Height Above Grade/Roof to Top of Sign: 27 feet

Total Square Foot Area: 192 square feet (single face; quantity: 1).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6211 North Lincoln Avenue.
(Southwest Elevation Facing North McCormick Road)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to National Signs, 960 Sivert Drive, Suite F., Wood Dale, Illinois 60191 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at The Home Depot, 6211 North Lincoln Avenue (southwest elevation facing McCormick Road):

Dimensions: length, 71 feet, 10½ inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 29 feet
Total Square Foot Area: 431.25 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5222 West Madison Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Icon Identity Solutions 1418 Elmhurst Road, Elk Grove Village, Illinois 60007 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Walgreens Company, 5222 West Madison Street (corner of West Madison Street and South Laramie Avenue).

Dimensions: length, 16 feet, 1 inch; height, 10 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 25 feet, 2 inches -- OAH
Total Square Foot Area: 256 square feet (double faced; quantity: 1).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

410 North Milwaukee Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Pickens-Kane Allied Van Lines, 410 North Milwaukee Avenue:

Dimensions: length, 48 feet; height, 14 feet

Height Above Grade/Roof to Top of Sign: 40 feet

Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5381 North Milwaukee Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, 1130 North Garfield, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Gateway Chevrolet, 5381 North Milwaukee Avenue:

Dimensions: length, 15 feet; height, 15 feet

Height Above Grade/Roof to Top of Sign: 47 feet

Total Square Foot Area: 450 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1429 West Montrose Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Nu-Way Signs, 8140 North Ridgeway, Skokie, Illinois 60076, for the erection of a sign/signboard over 24 square feet in height and/or over 100 square feet (in area of one face) at 1429 West Montrose Avenue:

Dimensions: length, 14 feet, 6 inches; height, 19 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 24 feet, 3 inches
Total Square Foot Area: 573 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3245 West North Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Co., 1830 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a double faced sign over 100 square feet and/or over 24 feet in height above grade at McDonald's, 3245 West North Avenue:

Dimensions: length, 20 feet; height, 16 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 644 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4951 West North Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to National Signs, Inc., 960 Sivert Drive, Unit F, Wood Dale, Illinois 60191, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Staples "The Superstore", 4951 West North Avenue (north elevation/front of building):

Dimensions: length, 25 feet; height, 7 feet, 1 inch

Height Above Grade/Roof to Top of Sign: 24 feet -- OAH

Total Square Foot Area: 177 square feet (single faced; quantity: 1).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1924 North Paulina Street.
(24 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Howard Orloff, 1924 North Paulina Street:

Dimensions: length, 12 feet; height, 2 feet

Height Above Grade/Roof to Top of Sign: 36 feet

Total Square Foot Area: 24 square feet (per face).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1924 North Paulina Street.
(99 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Howard Orloff, 1924 North Paulina Street:

Dimensions: length, 11 feet; height, 9 feet
Height Above Grade/Roof to Top of Sign: 54 feet
Total Square Foot Area: 99 square feet (per face).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1924 North Paulina Street.
(379 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Howard Orloff, 1924 North Paulina Street:

Dimensions: length, 23 feet; height, 16 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 56 feet, 6 inches
Total Square Foot Area: 379 square feet (per face).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

622 West Roosevelt Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Queen Bee Sales, 622 West Roosevelt Road:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 45 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1353 South Wabash Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Safeguard Self Storage, 1353 South Wabash Avenue:

Dimensions: length, 30 feet; height, 40 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1414 South Wabash Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Public Storage, 1414 South Wabash Avenue:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

20 North Wacker Drive.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Billboards, Inc., 15926 West 81st Avenue, Dyer, Indiana 46311, for the erection of a banner over 24 feet in height and/or over 100 square feet (in area of one face) at Lyric Opera of Chicago, 20 North Wacker Drive, Suite 860:

Dimensions: length, 20 feet; height, 60 feet
Height Above Grade/Roof to Top of Sign: 90 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

177 North Wells Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All-American Sign Co., Inc., 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of an advertising sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 177 North Wells Street (east elevation) (illuminated/non-flashing/non-animated):

Dimensions: length, 10 feet, 5 inches; height, 12 feet
Height Above Grade/Roof to Top of Sign: 130 feet
Total Square Foot Area: 126 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

412 South Wells Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Look Outdoor, L.L.C., 1541 West Montana Street, Suite 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Cactus Bar and Grill, 412 South Wells Street:

Dimensions: length, 25 feet; height, 50 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,250 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5763 South Wentworth Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Nu-Way Signs, 8140 North Ridgeway, Skokie, Illinois 60076, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5763 South Wentworth Avenue:

Dimensions: length, 24 inches; height, 26 feet
Height Above Grade/Roof to Top of Sign: 44 feet
Total Square Foot Area: 624 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3950 East 105th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Hey!! Outdoor, Inc., 66 Gordon Street, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3950 East 105th Street:

Dimensions: length, 20 feet; height, 60 feet
Height Above Grade/Roof to Top of Sign: 90 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

**CORRECTIONS OF JOURNAL OF THE PROCEEDINGS OF
THE CITY COUNCIL OF THE CITY OF CHICAGO.**

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

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on August 31, 2004 for the purpose of considering the following:

a substitute *Journal* correction (PJC2004-14) correcting page 24908 from the *Journal of the Proceedings of the City Council of the City of Chicago* of May 26, 2004 (Alderman Natarus);

a substitute *Journal* correction (PJC2004-15) correcting page 24900 from the *Journal of the Proceedings of the City Council of the City of Chicago* of May 26, 2004 (Alderman Natarus);

a substitute *Journal* correction (PJC2004-16) correcting page 24904 from the *Journal of the Proceedings of the City Council of the City of Chicago* of May 26, 2004 (Alderman Natarus);

a substitute *Journal* correction (PJC2004-17) correcting page 27095 from the *Journal of the Proceedings of the City Council of the City of Chicago* of June 23, 2004 (Alderman Natarus);

a substitute *Journal* correction (PJC2004-18) correcting page 27085 from the *Journal of the Proceedings of the City Council of the City of Chicago* of June 23, 2004 (Alderman Natarus);

a *Journal* correction (PJC2004-19) correcting page 65355 from the *Journal of the Proceedings of the City Council of the City of Chicago* of April 1, 1998. (City Clerk Laski),

having had the same under advisement, begs to leave to report and recommend that Your Honorable Body do *Pass* the ordinance and substitute ordinances transmitted herewith.

This recommendation was concurred in by a unanimous viva voce vote of the members of the Committee with no dissenting vote(s).

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

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

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

June 23, 2004.
(Page 27085)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, June 23, 2004 by inserting an item that was omitted from page 27085 from the Committee on Traffic Control and Safety Recommended Report-out -- the missing item should have appeared in the twenty-first printed line from the top of the page, as follows:

"34

"Two-Way Stop" signs, stopping east-
and westbound traffic on West 107th
Street at South Lafayette Avenue".

SECTION 2. This ordinance shall be in effect upon its passage and publication.

June 23, 2004.
(Page 27095)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, June 23, 2004, page 27095 -- Committee on Traffic Control and Safety, Not Recommended Report-out -- appearing on the ninth line from the top of the page

by striking:

"Amend Parking Prohibited During Specified Hours"

and inserting:

"Amend Parking Prohibited During Specified Hours/Amend Loading Zones".

SECTION 2. This ordinance shall be in effect upon its passage and publication.

May 26, 2004.
(Page 24900)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, May 26, 2004, from the Recommended Section -- Parking Prohibited At

All Times -- Disabled Permit 38589 on page 24900, appearing on the sixteenth line from the top of the page

which reads:

“13 7125 South Lawndale Avenue”

and should read:

“13 7215 South Lawndale Avenue”.

SECTION 2. This ordinance shall take effect upon passage and publication.

May 26, 2004.
(Page 24904)

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

SECTION 1. I hereby move to correct the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular City Council meeting held on Wednesday, May 26, 2004, within the Recommended Section -- Parking Prohibited At All Times -- Disabled for 2041 West Carroll Avenue on page 24904, appearing on the sixteenth line from the top of the page

which reads:

“27 Disabled Parking Permit 38283”

and should read:

“27 Disabled Parking Permit 38471”.

SECTION 2. This ordinance shall take effect upon passage and publication.

Re-Referred -- AMENDMENT OF ORDINANCE TO ALLOW BALCONIES
OVER PUBLIC WAY FOR ONLINE PROPERTIES.

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

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on August 31, 2004 for the purpose of considering an amendment to an ordinance that was passed on May 1, 2002 allowing balconies over the public way for online properties (Haithcock), having had the same under advisement, begs to leave to report and recommend that Your Honorable Body *Re-Refer* this item to the Transportation and Public Way Committee.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Transportation and Public Way* by yeas and nays as follows:

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

Nays -- None.

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

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

**APPROVAL OF PROPERTY AT 1435 WEST FULTON
STREET AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.**

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Burnett (27th Ward) authorizing Class 6(b) tax incentives for the property located at 1435 West Fulton Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Fulton Laflin Partners L.L.C., a Delaware L.L.C. (the "Applicant"), has purchased certain real estate located generally at 1435 West Fulton Street, Chicago, Illinois 60607, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate a seventeen thousand (17,000) square foot industrial facility located on the Subject Property; and

WHEREAS, The Applicant intends to file with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within the Kinzie Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purpose of redevelopment project area is also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, The Subject Property qualifies for Class 6(b) classification pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the Applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development

to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will, generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution shall be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

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

Exhibit "A".

Legal Description Of Subject Property:

Lots 2, 3, 4, 5, 6 and 7 in Block 10 in Union Park Second Addition to Chicago in the southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

the north half of that part of the vacated alley lying south of and adjoining the south line of said Lot 2 and east of the west line of Lot 14 extended north in

Block 10 in Union Park Second Addition to Chicago in the southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

the east 16.0 feet of Lot 19 and all of Lots 20 and 21 in Block 9 in said Union Park Second Addition to Chicago in Section 8, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Commonly Known As:

1428 -- 1434 and 1431 -- 1435 West Fulton Street
Chicago, Illinois 60607.

Permanent Real Estate Tax Index Numbers (P.I.N.s)
for the Subject Property:

17-08-310-005-0000;

17-08-310-006-0000;

17-08-310-007-0000;

17-08-317-001-0000;

17-08-317-002-0000; and

17-08-317-003-0000.

AUTHORIZATION FOR ACQUISITION OF PARCELS WITHIN
73RD/UNIVERSITY REDEVELOPMENT AREA.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration an ordinance authorizing the acquisition of parcels within the 73rd/University Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, Pursuant to Resolution Number 03-CDC-62 adopted on September 9, 2003, the Commission has heretofore approved the Redevelopment Plan dated September, 2003 for the 73rd/University Redevelopment Area (the "Redevelopment Plan"), which includes a narrative description of the Redevelopment Plan, a location map, a boundary map, a legal description, a land-use map and an acquisition map, which acquisition map is also attached to this ordinance as Exhibit A; and

WHEREAS, Pursuant to that certain ordinance adopted on November 5, 2003, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* at pages 10495 to 10513, the City Council has heretofore approved the Redevelopment Plan and granted acquisition authority for the parcels depicted in the acquisition map (each, an "Acquisition Parcel" and together, the "Acquisition Parcels"); and

WHEREAS, Exhibit B attached to this ordinance specifically identifies, by address and property index number, the Acquisition Parcels; and

WHEREAS, The City Council has previously found that it is useful, desirable and necessary to acquire the Acquisition Parcels, and desires to reaffirm such findings and to more specifically identify, by address and property index number, the Acquisition Parcels depicted in Exhibit A; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The list attached to this ordinance as Exhibit B specifically identifies, by address and property index number, the Acquisition Parcels.

SECTION 3. The Corporation Counsel is hereby authorized and empowered to negotiate for the purchase of each Acquisition Parcel with its respective owner. If the Corporation Counsel and the owner are able to agree on the purchase price, the Corporation Counsel is authorized to purchase the Acquisition Parcel on behalf of the City for the agreed price in accordance with applicable federal regulations. If the Corporation Counsel is unable to agree with the owner on the purchase price, or if the owner is incapable of consenting to the sale, or if the owner cannot be located, then the Corporation Counsel may institute and prosecute condemnation

proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcel under the City's power of eminent domain.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

[Exhibits "A" and "B" referred to in this ordinance printed
on pages 29951 through 29956 of this *Journal*.]

COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.

AMENDMENT OF TITLE 2, CHAPTER 52 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW SECTION 050 TRANSFERING
REGULATORY RESPONSIBILITIES RELATING TO CHILDREN
AND YOUTH FROM DEPARTMENT OF HUMAN
SERVICES TO DEPARTMENT OF CHILDREN
AND YOUTH SERVICES.

The Committee on Education and Child Development submitted the following report:

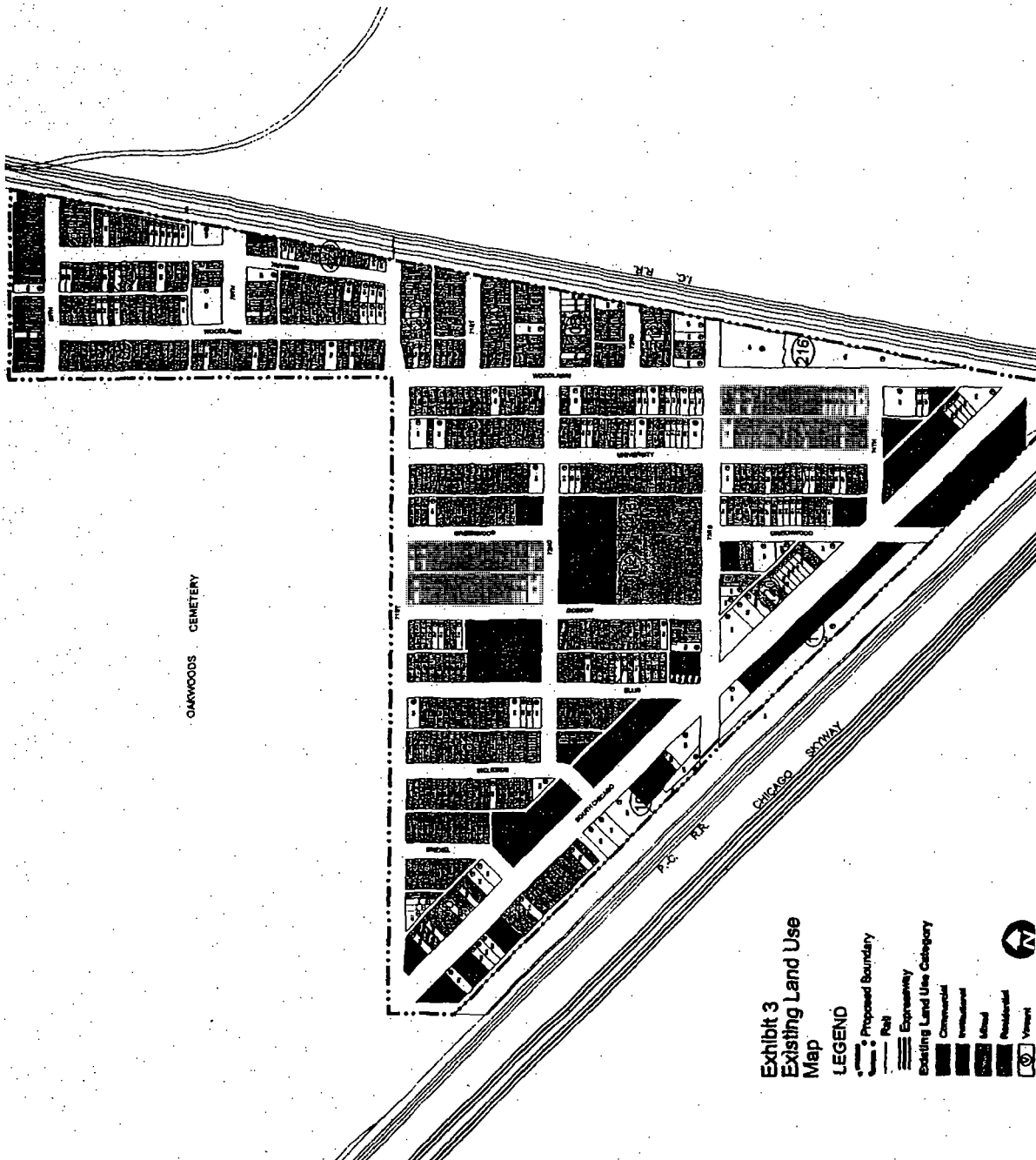
CHICAGO, August 31, 2004.

To the President and Members of the City Council:

(Continued on page 29957)

Exhibit "A".

Acquisition Map.



*Exhibit "B".**Acquisition Parcels.*

(Page 1 of 5)

PARCEL NO	PIN	PROPERTY ADDRESS
1	20-23-400-006-0000	1214 E 69TH STREET
2	20-23-400-011-0000	1232 E 69TH STREET
3	20-23-409-024-0000	7004 S WOODLAWN AVENUE
4	20-23-409-035-0000	7034 S WOODLAWN AVENUE
5	20-23-409-038-0000	7042 S WOODLAWN AVENUE
6	20-23-410-007-0000	6917 S WOODLAWN AVENUE
7	20-23-410-008-0000	6919 S WOODLAWN AVENUE
8	20-23-410-019-0000	6951 S WOODLAWN AVENUE
9	20-23-410-020-0000	6900 S KIMBARK AVENUE
10	20-23-410-021-0000	6902 S KIMBARK AVENUE
11	20-23-410-026-0000	6916 S KIMBARK AVENUE
12	20-23-410-028-0000	6922 S KIMBARK AVENUE
13	20-23-410-031-0000	6930 S KIMBARK AVENUE
14	20-23-410-035-0000	6940 S KIMBARK AVENUE
15	20-23-410-039-0000	1202 E 70TH STREET
16	20-23-411-009-0000	6919 S KIMBARK AVENUE
17	20-23-411-016-0000	6939 S KIMBARK AVENUE
18	20-23-411-019-0000	6945 S KIMBARK AVENUE
19	20-23-411-020-0000	6947 S KIMBARK AVENUE
20	20-23-419-018-0000	7047 S WOODLAWN AVENUE
21	20-23-419-019-0000	7051 S WOODLAWN AVENUE
22	20-23-419-020-0000	7055 S WOODLAWN AVENUE
23	20-23-419-029-0000	7040 S KIMBARK AVENUE
24	20-23-419-032-0000	7052 S KIMBARK AVENUE
25	20-23-419-033-0000	7056 S KIMBARK AVENUE
26	20-23-419-035-0000	1223 E 70TH STREET

*Exhibit "B".**Acquisition Parcels.*

(Page 2 of 5)

PARCEL NO	PIN	PROPERTY ADDRESS
27	20-23-420-005-0000	7017 S KIMBARK AVENUE
28	20-26-100-004-0000	7119 S SOUTH CHICAGO AVENUE
29	20-26-100-006-0000	7127 S SOUTH CHICAGO AVENUE
30	20-26-100-013-0000	7147 S SOUTH CHICAGO AVENUE
31	20-26-101-029-0000	7138 S INGLESIDE AVENUE
32	20-26-101-036-0000	7160 S INGLESIDE AVENUE
33	20-26-101-046-0000	7227 S SOUTH CHICAGO AVENUE
34	20-26-101-047-0000	7229 S SOUTH CHICAGO AVENUE
35	20-26-101-048-0000	7231 S SOUTH CHICAGO AVENUE
36	20-26-101-049-0000	7235 S SOUTH CHICAGO AVENUE
37	20-26-101-050-0000	7237 S SOUTH CHICAGO AVENUE
38	20-26-101-051-0000	7239 S SOUTH CHICAGO AVENUE
39	20-26-101-054-0000	7201 S SOUTH CHICAGO AVENUE
40	20-26-102-038-0000	7146 S ELLIS AVENUE
41	20-26-103-015-0000	7114 S DOBSON AVENUE
42	20-26-103-016-0000	7116 S DOBSON AVENUE
43	20-26-103-019-0000	7124 S DOBSON AVENUE
44	20-26-104-001-0000	7103 S DOBSON AVENUE
45	20-26-104-003-0000	7107 S DOBSON AVENUE
46	20-26-104-019-0000	7149 S DOBSON AVENUE
47	20-26-104-020-0000	7151 S DOBSON AVENUE
48	20-26-104-021-0000	7153 S DOBSON AVENUE
49	20-26-104-025-0000	7108 S GREENWOOD AVENUE
50	20-26-104-041-0000	1052 E 72ND STREET
51	20-26-104-042-0000	7154 S GREENWOOD AVENUE
52	20-26-104-043-0000	7156 S GREENWOOD AVENUE

*Exhibit "B".**Acquisition Parcels.
(Page 3 of 5)*

PARCEL NO	PIN	PROPERTY ADDRESS
53	20-26-105-004-0000	7115 S GREENWOOD AVENUE
54	20-26-105-038-0000	7156 S UNIVERSITY AVENUE
55	20-26-106-031-0000	7138 S WOODLAWN AVENUE
56	20-26-109-002-0000	7118 S SOUTH CHICAGO AVENUE
57	20-26-109-005-0000	7132 S SOUTH CHICAGO AVENUE
58	20-26-109-006-0000	7136 S SOUTH CHICAGO AVENUE
59	20-26-109-007-0000	7138 S SOUTH CHICAGO AVENUE
60	20-26-109-011-0000	7154 S SOUTH CHICAGO AVENUE
61	20-26-109-028-0000	7256 S SOUTH CHICAGO AVENUE
62	20-26-109-030-0000	7266 S SOUTH CHICAGO AVENUE
63	20-26-109-036-0000	7256 S SOUTH CHICAGO AVENUE
64	20-26-109-039-0000	7280 S SOUTH CHICAGO AVENUE
65	20-26-110-007-0000	7212 S ELLIS AVENUE
66	20-26-110-011-0000	7222 S ELLIS AVENUE
67	20-26-111-004-0000	7211 S ELLIS AVENUE
68	20-26-111-009-0000	7223 S ELLIS AVENUE
69	20-26-111-010-0000	7225 S ELLIS AVENUE
70	20-26-111-012-0000	7231 S ELLIS AVENUE
71	20-26-111-030-0000	7244 S DOBSON AVENUE
72	20-26-111-032-0000	1004 E 73RD STREET
73	20-26-111-033-0000	1014 E 73RD STREET
74	20-26-113-019-0000	7200 S UNIVERSITY AVENUE
75	20-26-113-020-0000	7202 S UNIVERSITY AVENUE
76	20-26-113-021-0000	7204 S UNIVERSITY AVENUE
77	20-26-114-004-0000	7209 S UNIVERSITY AVENUE

*Exhibit "B".**Acquisition Parcels.*
(Page 4 of 5)

PARCEL NO	PIN	PROPERTY ADDRESS
78	20-26-114-005-0000	7211 S UNIVERSITY AVENUE
79	20-26-114-013-0000	7233 S UNIVERSITY AVENUE
80	20-26-114-017-0000	7245 S UNIVERSITY AVENUE
81	20-26-114-023-0000	7204 S WOODLAWN AVENUE
82	20-26-114-037-0000	7242 S WOODLAWN AVENUE
83	20-26-119-008-0000	7370 S SOUTH CHICAGO AVENUE
84	20-26-119-011-0000	7310 S SOUTH CHICAGO AVENUE
85	20-26-119-012-0000	7340 S SOUTH CHICAGO AVENUE
86	20-26-119-013-0000	941 E 73RD STREET
87	20-26-120-007-0000	7349 S SOUTH CHICAGO AVENUE
88	20-26-120-008-0000	7351 S SOUTH CHICAGO AVENUE
89	20-26-120-009-0000	7353 S SOUTH CHICAGO AVENUE
90	20-26-120-010-0000	7355 S SOUTH CHICAGO AVENUE
91	20-26-120-011-0000	7359 S SOUTH CHICAGO AVENUE
92	20-26-120-012-0000	7361 S SOUTH CHICAGO AVENUE
93	20-26-120-021-0000	7318 S GREENWOOD AVENUE
94	20-26-120-023-0000	7343 S SOUTH CHICAGO AVENUE
95	20-26-120-025-0000	7331 S SOUTH CHICAGO AVENUE
96	20-26-121-001-0000	7301 S GREENWOOD AVENUE
97	20-26-121-012-0000	7331 S GREENWOOD AVENUE
98	20-26-121-017-0000	7345 S GREENWOOD AVENUE
99	20-26-121-018-0000	7391 S SOUTH CHICAGO AVENUE
100	20-26-121-025-0000	7318 S UNIVERSITY AVENUE
101	20-26-121-031-0000	7334 S UNIVERSITY AVENUE
102	20-26-121-037-0000	7348 S UNIVERSITY AVENUE

*Exhibit "B".**Acquisition Parcels.*
(Page 5 of 5)

PARCEL NO	PIN	PROPERTY ADDRESS
103	20-26-121-039-0000	7354 S UNIVERSITY AVENUE
104	20-26-121-041-0000	7344 S UNIVERSITY AVENUE
105	20-26-122-001-0000	7301 S UNIVERSITY AVENUE
106	20-26-122-013-0000	7335 S UNIVERSITY AVENUE
107	20-26-122-025-0000	7306 S WOODLAWN AVENUE
108	20-26-122-027-0000	7310 S WOODLAWN AVENUE
109	20-26-122-042-0000	7350 S WOODLAWN AVENUE
110	20-26-130-012-0000	7447 S SOUTH CHICAGO AVENUE
111	20-26-130-013-0000	7451 S SOUTH CHICAGO AVENUE
112	20-26-130-014-0000	7455 S SOUTH CHICAGO AVENUE
113	20-26-130-015-0000	7457 S SOUTH CHICAGO AVENUE
114	20-26-130-016-0000	7459 S SOUTH CHICAGO AVENUE
115	20-26-130-023-0000	7414 S WOODLAWN AVENUE
116	20-26-130-024-0000	7416 S WOODLAWN AVENUE
117	20-26-130-025-0000	7420 S WOODLAWN AVENUE
118	20-26-200-009-0000	1221 E 71ST STREET
119	20-26-204-018-0000	1216 E 72ND STREET
120	20-26-208-002-0000	1203 E 72ND STREET
121	20-26-208-003-0000	1207 E 72ND STREET
122	20-26-208-005-0000	1213 E 72ND STREET
123	20-26-208-008-0000	1223 E 72ND STREET
124	20-26-212-005-0000	1211 E 72ND PLACE
125	20-26-212-015-0000	1200 E 73RD STREET
126	20-26-212-019-0000	1212 E 73RD STREET
127	20-26-212-020-0000	1214 E 73RD STREET

(Continued from page 29950)

Your Committee on Education and Child Development, having had under consideration an ordinance authorizing amendments to Chapter 2-52 of the Municipal Code regarding successor responsibility of the Department of Children and Youth Services, begs leave to recommend that Your Honorable Body do *Pass* the said communication which is transmitted herewith.

This recommendation was concurred with by a unanimous vote by the Committee.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 2-52 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-52-050, as follows:

2-52-050 Transfer Of Rights, Powers And Duties.

The commissioner and the department of children and youth services shall assume all rights, powers, duties, obligations and responsibilities of the

commissioner and department of human services relating to children and youth, including:

- (a) All personnel, books, records, property and funds;
- (b) The administration of any federal, state, local or private grant or loan programs, except to the extent prohibited by the grantor or grant agreement; and
- (c) The rights and duties under existing contracts, appropriations, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances.

All rules or regulations issued by the commissioner of human services relating to children and youth in effect as of the effective date of this ordinance shall remain in effect until amended or repealed by the commissioner of children and youth services.

SECTION 2. This ordinance shall be in full force and take effect upon its passage and approval.

COMMITTEE ON HEALTH.

*Re-Referred -- CITY COUNCIL COMMITTEE ON HEALTH URGED
TO CONDUCT HEARINGS REGARDING TAX-EXEMPT
STATUS OF RESURRECTION HEALTH
CARE CORPORATION.*

The Committee on Health submitted the following report:

CHICAGO, August 30, 2004.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, August 10, 2004 at 9:00 A.M. in Room 201-A in City Hall to hear a resolution introduced by Alderman Joe Moore of the 49th Ward to investigate the tax-exempt status of Resurrection Health Care.

There was no action taken on the resolution and it will be *Referred to the Finance Committee*.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

ACCEPTANCE OF RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR APPROVAL OF PERMIT APPLICATION FOR DEMOLITION OF NON- CONTRIBUTING BUILDING AT 550 WEST GRANT PLACE.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on August 25, 2004 to consider an order recommending to approve a permit application for the demolition of 550 West Grant Place, a non-contributing building in a landmark district, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

It Is Hereby Ordered by the City Council of the City of Chicago, That in accordance with Section 2-120-825 of the Municipal Code of Chicago, the recommendation of the Commission on Chicago Landmarks (the "Commission") for the approval of a permit application for the demolition of the three (3) story building

located at 550 West Grant Place, a non-contributing building in the Mid-North District, be accepted. The Commission's decision approving the permit application is attached hereto as Exhibit A.

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

Exhibit A referred to in this order reads as follows:

Exhibit "A".

City Of Chicago

Commission On Chicago Landmarks

July 1, 2004

*Recommendation To The City Council To Approve A Permit
Application For Demolition Of A Non-contributing
Building In A Chicago Landmark District.*

Pursuant to Section 2-120-770 of the Municipal Code governing review of permits for the demolition of forty percent (40%) or more of any building or structure either designated as a "Chicago Landmark" or located in any district designated as a "Chicago Landmark", the Commission on Chicago Landmarks (the "Commission") has reviewed an application for the demolition of:

three (3) story residential building, constructed in 1964, located at 550 West Grant Place (the "Property") within the Mid-North District, a Chicago landmark (the "Landmark District"); and

Whereas, The significant historical or architectural features identified in the ordinance designating the Landmark District are all exterior features of buildings and structures within the district; now, therefore,

The Commission On Chicago Landmarks Hereby:

1. finds, in accordance with the criteria for review of demolitions in landmark districts established in Article IV of the Commission's Rules and Regulations, that the Property is non-contributing to the character of the

Mid-North District, and its demolition will not have a negative effect on the character of the Landmark District;

2. therefore finds, in accordance with Section 2-120-770 of the Municipal Code, that the demolition of the Property will not adversely affect any significant historical or architectural features of the Landmark District, and that the demolition is in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings;
3. approves permit Application Number 20413948 for demolition of the Property; and
4. recommends, in accordance with Section 2-120-825, that the Chicago City Council and its Committee on Historical Landmark Preservation accept the Commission's approval of the permit application for the demolition of the Property.

The above recommendation was passed 5-0.

(Signed): Michelle Obama for
David Mosen, Chairman

Dated: July 1, 2004

AUTHORIZATION FOR ISSUANCE OF PERMITS, FREE
OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on August 25, 2004 to consider seven permit fee waivers:

a permit fee waiver for 1525 West Adams Street, in the Jackson Boulevard District,

a permit fee waiver for 4456 South Berkeley Avenue, in the North Kenwood District,

a permit fee waiver for 3967 South Drexel Boulevard, in the Oakland District,

a permit fee waiver for 1961 West Evergreen Avenue, in the Wicker Park District,

a permit fee waiver for 2338 North Geneva Terrace, in the Mid-North District,

a permit fee waiver for 1629 North Mohawk Street, in the Old Town Triangle District, and

a permit fee waiver for 1841 North Orleans Street, in the Old Town Triangle District,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

1525 West Adams Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1525 West Adams Street

District/Building: Jackson Boulevard District

for work described as:

construction of a conservatory at the rear of the existing residence

by:

Owner: Alvin R. Jackson

Owner's Address: 1525 West Adams Street

City, State, Zip: Chicago, Illinois 60607

The fee waiver authorized by this order shall be effective for a one (1) year period from January 30, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

4456 South Berkeley Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 4456 South Berkeley Avenue

District/Building: North Kenwood District

for work described as:

rehabilitation of a residence

by:

Owner: Quinn Smith

Owner's Address: 1507 East 53rd Street, Suite 117

City, State, Zip: Chicago, Illinois 60653

The fee waiver authorized by this order shall be effective for a one (1) year period from _____, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

3967 South Drexel Boulevard.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 3967 South Drexel Boulevard

District/Building: Oakland District

for work described as:

rehabilitation and deconversion of a sixteen (16) unit condominium into a five (5) unit condominium

by:

Owner: Le Na Enterprises
Phyllis Nash/Ekeh A. Lewis,
General Partners

Owner's Address: 2907 South Wabash Avenue, Suite 203

City, State, Zip: Chicago, Illinois 60616

The fee waiver authorized by this order shall be effective for a one (1) year period from March 10, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

1961 West Evergreen Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1961 West Evergreen Avenue

District/Building: Wicker Park District

for work described as:

remodel and deconvert a two (2) flat building into a single-family residence

by:

Owner: Leonard S. Becker and Michelle Michaels

Owner's Address: 1961 West Evergreen Avenue

City, State, Zip: Chicago, Illinois 60622

The fee waiver authorized by this order shall be effective for a one (1) year period from February 6, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

2338 North Geneva Terrace.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2338 North Geneva Terrace

District/Building: Mid-North District

for work described as:

deconvert three (3) residential building to a single-family residence, including the installation of new water service and electrical wiring

by:

Owner: George and Meridith Usleber

Owner's Address: 2338 North Geneva Terrace

City, State, Zip: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective for a one (1) year period from May 18, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

1629 North Mohawk Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1629 North Mohawk Street

District/Building: Old Town Triangle District

for work described as:

construction of an addition, interior alteration and construction of a new garage

by:

Owner: Elena and Joseph Techet

Owner's Address: 1629 North Mohawk Street

City, State, Zip: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective for a one (1) year period from June 3, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

1841 North Orleans Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1841 North Orleans Street

District/Building: Old Town Triangle District

for work described as:

gut rehabilitation of a three (3) story single-family residence, the demolition of an existing garage and the construction of a new garage

by:

Owner: Michelle and R. Dane Carr

Owner's Address: 325 West Menomonee Street

City, State, Zip: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective for a one (1) year period from March 1, 2004.

SECTION 2. This order shall be in force and effect upon its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF VARIOUS CITY-OWNED
PROPERTIES IN ACCORDANCE WITH ADJACENT NEIGHBORS
LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred four ordinances authorizing the sale of city-owned property, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

1811 South Avers Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid to purchase the vacant parcel of property ("Parcel") identified on Exhibit A attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage and approval.

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

Exhibit "A".

Bidder: Joseph K. Kruel

Address: 1809 South Avers Avenue

Bid Amount: \$840.00

Legal Description:

Lot 285 in Downing's Subdivision of Lots 7 to 14, both inclusive, in J. H. Kedzie's Subdivision in the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1811 South Avers Avenue
Chicago, Illinois.

Property Index Number:

16-23-311-004-0000.

8416 South Buffalo Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid to purchase the vacant parcel of property ("Parcel") identified on Exhibit A attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage and approval.

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

Exhibit "A".

Bidder: Alex P. Ramirez

Address: 8414 South Buffalo Avenue

Bid Amount: \$700.00

Legal Description:

Lot 34 in Block 6 in Robert Berger's Addition to Hyde Park in the southwest fractional quarter of Section 32, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8416 South Buffalo Avenue
Chicago, Illinois.

Property Index Number:

21-32-205-028-0000.

5520 South Marshfield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid to purchase the vacant parcel of property ("Parcel") identified on Exhibit A attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage and approval.

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

Exhibit "A".

Bidder: Juanita Jones

Address: 5522 South Marshfield
Avenue

Bid Amount: \$700.00

Legal Description:

Lot 32 in Block 2 of Ashland, a subdivision of the north three-quarters of the east half of the northeast quarter of Section 18, Township 38 North, Range 14, together with the north 33 feet of the south quarter thereof, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5520 South Marshfield Avenue
Chicago, Illinois.

Property Index Number:

20-18-206-019-0000.

1836 South Millard Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid to purchase the vacant parcel of property ("Parcel") identified on Exhibit A attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage.

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

Exhibit "A".

Bidder: Edward D. James

Address: 1834 South Millard
Avenue

Bid Amount: \$1,400.00

Legal Description:

Lot 11 in Block 3 in resubdivision of Blocks 1 to 5 and vacated alleys in Lansingh's Second Addition to Chicago, a subdivision of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1836 South Millard Avenue
Chicago, Illinois.

Property Index Number:

16-23-314-052-0000.

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES
AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of Planning and Development authorizing sales of city-owned properties at various locations, having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

7220 South Evans Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 7220 South Evans Avenue, Chicago, Illinois 60619, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Velma P. Trotter ("Grantee"), 8448 South Drexel Avenue, Chicago, Illinois 60619, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Eleven Thousand and no/100 Dollars (\$11,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that a parking lot is built on the Property within twelve (12) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Description:

Lot 33 in Block 1 in Cornell and Norton's Subdivision of Block 4 in Norton's Subdivision of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7220 South Evans Avenue
Chicago, Illinois.

Property Index Number:

20-27-214-029.

653 North Monticello Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 653 North Monticello Avenue, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Key Huron, L.L.C. ("Grantee"), 3543 South Indiana Avenue, Chicago, Illinois 60653, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Eight Thousand and no/100 Dollars (\$8,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that a parking lot is built on the Property within twelve (12) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Description:

Lot 44 in Henderson's Subdivision of Block 8 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, in Cook County, Illinois.

Address:

653 North Monticello Avenue
Chicago, Illinois 60624.

Property Index Number:

16-11-117-002.

4727 -- 4729 South Prairie Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property

located at 4727 -- 4729 South Prairie Avenue, Chicago, Illinois 60615, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Christian Tabernacle Church, an Illinois not-for-profit corporation ("Grantee"), 4712 South Prairie Avenue, Chicago, Illinois 60615, have offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Twenty-two Thousand Five Hundred and no/100 Dollars (\$22,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within six (6) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Description:

Parcel 1.

The north 25 feet of Lot 6 (except the east 25 feet thereof) in Block 1 in H. B.

Bryant's Subdivision of the northwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 4727 South Prairie Avenue, Property Index Number 20-10-104-033).

Parcel 2.

The south 25 feet of Lot 6 (except the west 7 feet of the east 32 feet) in Block 1 in H. B. Bryant's Subdivision of the northwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4729 South Prairie Avenue, Property Index Number 20-10-104-034).

1314 -- 1324 East 75th Street.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 1314 -- 1324 East 75th Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Karry Young Construction Inc., an Illinois corporation ("Grantee"), 19 West 551 Country Lane, Lombard, Illinois 60148, have offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Twenty-three Thousand and no/100 Dollars (\$23,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within six (6) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revert title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Description:

The west 100 feet of Lots 22, 23 and 24 and the south 16 feet of Lot 21 in Scovel, Towle and Warren's Addition to Cornell Subdivision of the west half of the southeast quarter of the southwest quarter of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1314 -- 1324 East 75th Street
Chicago, Illinois 60619.

Property Index Number:

20-26-225-031.

456 West 119th Street.

WHEREAS, The City of Chicago is the owner of the vacant parcel of property

located at 456 West 119th Street, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Stratford Seventh-Day Adventist Church, an Illinois non-for-profit corporation ("Grantee"), 438 West 120th Street, Chicago, Illinois 60628, have offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of Twenty Thousand Seven Hundred and no/100 Dollars (\$20,700.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within six (6) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

SECTION 3. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Description:

Lots 10 and 11 in Block 4 in A. O. Tyler's Addition to Pullman, being a subdivision

of the east half of the southeast quarter of the southwest quarter and the west half of the west half of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

456 West 119th Street
Chicago, Illinois 60628.

Property Index Number:

25-21-334-033.

SELECTION OF 1300 PARK, L.L.C. AS PROJECT DEVELOPER AND
AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT FOR CERTAIN PROPERTIES IN AREA
BOUNDED BY SOUTH ALBANY AVENUE,
SOUTH KEDZIE AVENUE AND SOUTH
TROY STREET UNDER NEW HOMES
FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance from the Department of Housing authorizing a sale of property on South Albany Avenue, South Kedzie Avenue and South Troy Street to 1300 Park, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

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 ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 17038 -- 17045), as amended and restated by that certain ordinance adopted April 1, 1998 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 64910 -- 64918), as further amended and restated by that certain ordinance passed June 6, 2001 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 59917 -- 59928), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, The Department of Housing ("Department") solicited proposals for the development and sale of new housing units ("Housing Units") on lots to be provided

by the City ("City Lots") or on lots presently owned or to be acquired by a proposed developer ("Private Lots"); and

WHEREAS, The City Lots and Private Lots are located in the Midwest Tax Increment Financing Redevelopment Area, which is a tax increment financing district created by the City in accordance with the provisions of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1996 State Bar Edition); and

WHEREAS, The Department has recommended the selection of 1300 Park, L.L.C., an Illinois liability company ("Developer"), to participate as a developer under the New Homes Program, as amended and modified by the "HomeStart II" initiative; and

WHEREAS, Pursuant to the HomeStart II initiative, Developer shall undertake to develop and sell up to seventy (70) Housing Units consisting of up to six (6) single-family homes ("Homes") and up to sixty-four (64) townhomes ("Townhomes"), of which twenty-four (24) shall be sold to families who are income eligible (as determined by the City) at an affordable sales price to be agreed upon by the parties ("Affordable Units"), and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program, as modified by the "HomeStart II" initiative, as a Developer; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program, as modified by the HomeStart II initiative, is hereby approved:

Developer:	1300 Park, L.L.C., an Illinois limited liability company
------------	--

Aggregate Number of Housing Units:	up to seventy (70), of which twenty-four (24) shall be affordable units
------------------------------------	---

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit C, and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary

to provide for the construction of the Housing Units by Developer pursuant to the New Homes Program (as modified by the "HomeStart II" initiative).

SECTION 3. The Housing Units may be constructed on those certain City Lots presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program (as modified by the "HomeStart II" initiative), and the above-mentioned redevelopment agreement, all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots which may be redeveloped by Developer pursuant to the proposed redevelopment agreement.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".
(To Ordinance)

List Of City Lots And Private Lots

City Lots.

Permanent Index
Number

Address

16-24-100-030-0000

1222 South Troy Street

Permanent Index Number	Address
16-24-101-014-0000	1225 South Troy Street
16-24-101-015-0000	1227 South Troy Street
16-24-101-018-0000	1235 South Troy Street
16-24-101-019-0000	1237 South Troy Street
16-24-101-020-0000	1239 South Troy Street
16-24-101-022-0000	1245 South Troy Street
16-24-101-023-0000	1247 South Troy Street
16-24-101-024-0000	1249 -- 1251 South Troy Street
16-24-101-025-0000	1255 South Troy Street
16-24-101-026-0000	1257 South Troy Street
16-24-103-001-0000	1301 South Troy Street
16-24-103-002-0000	1303 South Troy Street
16-24-101-029-0000	1218 South Albany Avenue
16-24-101-039-0000	1248 South Albany Avenue
16-24-101-041-0000	1254 South Albany Avenue
16-24-101-042-0000	1256 South Albany Avenue
16-24-103-017-0000	1300 South Albany Avenue

Permanent Index Number	Address
16-24-103-020-0000	1310 South Albany Avenue
16-24-103-021-0000	1314 South Albany Avenue
16-24-103-023-0000	1318 South Albany Avenue
16-24-103-024-0000	1320 South Albany Avenue
16-24-103-025-0000	1324 South Albany Avenue
16-24-103-026-0000	1326 South Albany Avenue
16-24-105-036-0000	1528 South Albany Avenue
16-24-105-037-0000	1520 South Albany Avenue

Private Lots.

Permanent Index Number	Address
16-24-100-009-0000	1215 South Kedzie Avenue
16-24-100-010-0000	1217 South Kedzie Avenue
16-24-100-013-0000	1225 South Kedzie Avenue

Permanent Index Number	Address
16-24-100-014-0000	1227 South Kedzie Avenue
16-24-100-016-0000	1231 South Kedzie Avenue
16-24-100-032-0000	1226 South Troy Street
16-24-100-033-0000	1228 South Troy Street
16-24-100-035-0000	1234 South Troy Street
16-24-100-036-0000	1236 South Troy Street

Exhibit "B".
(To Ordinance)

Program Fee Waivers.

The following fees which may be incurred as part of a housing development project in which Homebuyers are purchasing housing units ("Homebuyer Units") in accordance with the Program may be waived by the City in its sole discretion; provided, however, said fees must relate solely to the development and construction of the particular Homebuyer Units, or in the alternative, if the fee is charged by the City on an overall building basis covering both Homebuyer Units and non-Homebuyer Units, then a proportional amount of said fee may be waived based on the percentage of the number of Homebuyer Units to the aggregate number of housing units contained in said building, and provided further, the aggregate amount of said fee waivers shall not exceed the sum of Ten Thousand Dollars (\$10,000) for any particular Homebuyer Unit.

Department Of Buildings:

Waiver of Plan Review, Permit and Inspection Fees which cover:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Elevator Permit: (if applicable).

C. Wrecking Permit: (if applicable).

D. Fencing Permit: (if applicable).

Exhibit "C".
(To Ordinance)

Form Of Redevelopment Agreement.

Redevelopment Agreement

HomeStart II
1300 Park, L.L.C.

This agreement ("Agreement"), dated as of _____, 2004 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 1300 Park, L.L.C., an Illinois limited liability company, having its principal office at 1120 South Homan Avenue, Chicago, Illinois 60624 ("Developer").

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. The City Council of the City, by ordinance adopted June 7, 1990 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 17038 -- 17045), as amended, established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted a proposal to the Department of Housing of the City of Chicago ("D.O.H.") describing its conceptual plan to construct up to seventy (70) housing units consisting of up to six (6) single-family homes (singularly, "Home" or collectively, "Homes") and up to sixty-four (64) owner-occupied townhomes (singularly, "Townhome" or collectively, "Townhomes") in the North Lawndale neighborhood of the City. The Townhomes shall consist of three (3) types of units: (i) a three (3) bedroom Townhome consisting of approximately two thousand sixty-one (2,061) square feet over an attached garage; (ii) a three (3) bedroom Townhome consisting of approximately two thousand six hundred sixty-four (2,664) square feet with a detached garage; and (iii) a three (3) bedroom Townhome consisting of approximately two thousand sixty-one (2,061) square feet over an attached garage. The latter Townhome model type will be sold to Townhome buyers meeting the income eligibility requirements of the City, and sold at an affordable sales price to be agreed upon by the parties, and for purposes of the Agreement shall be referred to as the "Affordable Townhome". Developer covenants to the City that it shall undertake to construct at least twenty-four (24) Affordable Townhomes in accordance with the terms and conditions of this Agreement. The development and construction of all of these single-family homes or Townhomes (including the Affordable Townhomes) shall, for purposes of the Agreement, be referred to as the "Project".

D. The parties further have agreed, and the terms of this Agreement shall so provide, that the Project shall be developed based on agreed-upon terms which are a modification of the existing New Homes Program. For purposes of this Agreement, this modified version of the New Homes Program shall hereafter be referred to as "HomeStart II".

E. The Project shall be constructed on either lots presently owned or to be acquired by Developer ("Private Lots") or on those certain parcels presently owned or to be acquired by the City and to be conveyed to Developer pursuant to the terms of the Agreement ("City Lots"). The City Lots and Private Lots are collectively referred to as the "Lots". The parties further understand and agree that up to fifty-seven (57) of the Townhomes, and thirteen (13) of the Affordable Townhomes, shall be constructed on the City Lots. A list of the City Lots and the Private Lots is provided on (Sub)Exhibit A attached hereto. Those City Lots which are presently owned by the City and those Private Lots which are presently owned by Developer are legally described on (Sub)Exhibit B attached hereto. The parties understand that the City Lots shall be conveyed by the City to Developer on a "phased" basis as provided for herein.

F. The City Lots and the Private Lots are located in a tax increment financing ("T.I.F.") redevelopment area known as the Midwest T.I.F. Redevelopment Project Area ("Project Area"). Developer covenants and agrees that it shall undertake to develop and construct the Project consistent with the Midwest T.I.F. Redevelopment Plan ("Plan") for the Project Area.

G. In accordance with the terms and conditions of the Agreement, in lieu of a cash payment made by Developer to the City at the time of the conveyance of City Lots to Developer by the City, Developer shall execute a purchase money mortgage or other debt instrument acceptable to the City which shall entitle the City to be paid consideration at the time of the closing and sale of the Townhomes (excepting the Affordable Townhomes), said consideration to be: (i) the fair market value for the subject City Lot, and (ii) a percentage of profit realized from said sale.

H. The execution of this Agreement by the parties has been authorized by the City Council of the City by ordinance adopted _____, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages ____ -- ____).

I. Developer and the City acknowledge that the implementation of the policies and provisions described in 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 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:

Affidavits. Those certain affidavits executed by Developer dated March 15, 2004, as re-certified to the City on _____, 2004 consisting of an economic disclosure statement, anti-scofflaw affidavit, certification regarding lobbying and any other customary affidavit or certification required by the City in connection with the New Homes Program.

Affordable Townhomes. As described in paragraph C of the Recitals.

Certificate. The certificate of compliance to be issued by the City pursuant to Section 4.8.

City. The City of Chicago, an Illinois municipal corporation.

City Lots. Those certain lots presently owned or to be acquired by the City which are to be conveyed to and redeveloped by developer pursuant to the terms of the Agreement. The City Lots are listed on (Sub)Exhibit A attached hereto.

City Mortgage. That certain mortgage executed by the developer in favor of the City as described in Section 4.5(b)(1) below.

Commissioner. The Commissioner of Housing of the City of Chicago.

Construction Lender. Developer's construction lender as more fully described in Section 4.5(a).

Construction Loan. That certain construction loan obtained by Developer from the Construction Lender as more fully described in Section 4.5(a).

Developer. 1300 Park, L.L.C., an Illinois limited liability company.

D.O.H.. City of Chicago Department of Housing.

First Mortgage. That certain mortgage created by Developer and Developer's construction lender in accordance with the terms of Section 4.5(a).

Home. As described in paragraph C of the Recitals.

HomeStart II. As described in paragraph D of the Recitals.

Inspector. The independent inspecting architect employed by the Construction Lender and approved by the City pursuant to Section 4.5(a).

New Homes Program. The New Homes for Chicago Program of the City of Chicago, as created by ordinance of the City Council of the City of Chicago adopted June 7, 1990, as amended.

P.M.S.A.. The Primary Metropolitan Statistical Area.

Project. The construction of the Homes and Townhomes (including the Affordable Townhomes) by Developer pursuant to the terms of the Agreement.

Title Company. That certain title company selected by Developer, the Construction Lender and the City pursuant to the terms of the Agreement.

Townhomes. As described in paragraph C of the Recitals.

Working Drawings and Specifications. The final working drawings and specifications prepared for Developer with regard to the construction of the Homes and the Townhomes, a list of which is attached hereto as (Sub)Exhibit D.

Section I.

Incorporation Of Recitals And Definitions.

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

Section II.

Covenants, Representations And Warranties.

2.1 Covenants, Representations And Warranties Of Developer.

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

- (a) Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Illinois. The members of Developer (singularly, "Member" and collectively, "Members") are Acacia Realty, Inc. and Deval Corporation. The rights and responsibilities of the Members are further described in that certain Limited Liability Company Operating Agreement dated as of April 7, 2003 ("L.L.C. Agreement"), a

certified copy of which has been delivered to the D.O.H.. Specifically, pursuant to the terms of the L.L.C. Agreement, each Member shall hold a fifty percent (50%) interest in Developer, and Acacia Realty, Inc. shall be the Managing Member of Developer. The Members agree that the L.L.C. Agreement, inasmuch as it affects the performance of Developer and either Member pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the D.O.H.

- (b) To the best of each Member's knowledge, no litigation or proceedings are pending, or are threatened against Developer or any Member, or any party affiliated with Developer or any Member, which could: (i) adversely affect the ability of Developer or any Member to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer or any Member.
- (c) To the best of each Member's knowledge, the execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any Member, or any party affiliated with Developer or any Member is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.
- (d) The parties executing the Agreement on behalf of each Member have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.
- (e) To the best of each Member's knowledge, the construction of the Homes and Townhomes and the development of the Project as proposed by Developer pursuant to the terms of its proposal to the D.O.H., and the terms of this Agreement, do not currently violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting any City Lot or any part thereof.
- (f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the D.O.H., which the D.O.H. may withhold in its reasonable discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any City Lot or any portion thereof (unless

Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any City Lot or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer or either Member which materially or adversely affects Developer's ability to perform its obligations under the terms of the Agreement.

- (g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the Homes and Townhomes constituting the Project.
- (h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.
- (i) The financial statements of Developer, which have been submitted to the City in conjunction with this Project and Agreement are, and when hereafter required to be submitted, will be complete in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's financial statements.
- (j) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in Section VII below.

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 Covenants, Representations And Warranties.

Developer agrees that all of its covenants, 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 are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

Section III.

Conveyance Of The City Lots; Joinder Of Private Lots.

3.1 Form Of Deed.

Each City Lot to be conveyed by the City to Developer in accordance with the terms and conditions of this Agreement shall be by quitclaim deed ("Deed"). The conveyance and title of each City Lot, in addition to the provisions of the Agreement, shall be subject only to the following ("Permitted Exceptions"):

- A. Covenants and restrictions set forth in the Deed.
- B. The permitted exceptions in an ALTA insurance policy regarding the City Lot in question.
- C. Taxes for the current year.
- D. Easements of record and not shown of record.
- E. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lots.
- F. Title objections caused by Developer.

In addition, each City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in each City Lot. Such investigation shall at the minimum consist of a soil test or, in the alternative, an engineering test subsequent

to excavation of the City Lot in question. If the soil conditions are not in all respects entirely suitable for the use or uses to which each City Lot shall be utilized in accordance with the terms of the New Homes Program and the Agreement, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of each City Lot in a condition entirely suitable for the intended uses of the City Lots as described in the New Homes Program and the Agreement. The parties acknowledge, however, that if Developer conducts its Phase II testing which reveals soil conditions or environmental contamination of the City Lot in question to such an extent that Developer is able to demonstrate, to the reasonable satisfaction of the D.O.H., that the cost of any corrective action or environmental clean-up of the City Lot in question will be of such excessive cost as to make development of said City Lot pursuant to this Agreement economically infeasible, then said City Lot shall not be conveyed to Developer and released from the terms and conditions of this Agreement.

Developer agrees to provide the City with copies of any and all environmental reports prepared on behalf of Developer with regard to the City Lot in question.

3.2 Conveyance By Phases.

In accordance with the terms of the Agreement, the City shall convey to Developer fee simple title to each City Lot on a "phased" basis. The first phase of the Project ("Model Phase") shall consist of at least two (2) Townhomes on City Lots. Subsequent phases shall be determined by Developer based in part on evidence of a pre-sales contract for a Townhome to occupy a City Lot, or in the event the Townhome is part of a multi-unit building that will improve several City Lots, at least one (1) pre-sale of a Townhome in said building. The parties further agree that the conveyance of the City Lots constituting the Model Phase shall be subsequent to the occurrence of all of the following:

- (a) approval by the D.O.H. of Developer's Working Drawings and Specifications for each model Townhome or Home (as described in Section 4.2);
- (b) approval by the D.O.H. of Developer's Budget (as defined in Section 4.5);
- (c) approval by the D.O.H. of Developer's Financing (as defined in Section 4.5); and
- (d) receipt by Developer of a building permit with regard to the construction of the Townhomes in question on the City Lot(s) in question.

If the conditions described in this Section 3.2 (a) through (d) are not achieved by Developer for the construction of the Model Phase within three (3) months of the execution date of the Agreement (except in the instance of the occurrence of any Permitted Delay described in Section 6.2), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer.

3.3 Closing Documents.

At the closing for the initial City Lots to be conveyed by the City to Developer pursuant to the terms of the Agreement, Developer shall deliver to the Escrowee (as defined in Section 4.5(c)(1)) certificate of good standing from the State of Illinois for Developer, and a certificate of good standing and a certificate of incumbency for each Member, and a resolution authorizing Developer's acceptance of the conveyance by the City of each City Lot described on (Sub)Exhibit A attached hereto. Concurrently, the City shall deliver to the Escrowee a certified copy of the ordinance adopted by the City Council of the City authorizing the City to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.

3.4 Title Insurance.

Upon the conveyance of each City Lot by the City to Developer, the City, at Developer's sole expense, shall provide to Developer, a commitment of title insurance from the Chicago Title Insurance Company or other title company mutually agreeable to the parties ("Title Company"), consisting of an Owner's Policy ALTA form B (1992), dated as of the date of conveyance of the City Lot to Developer, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section III. Developer, at Developer's sole expense, may obtain such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.5 Real Estate Taxes.

The City shall take all appropriate steps to secure the waiver of general real estate taxes through the date of delivery of the Deed. Developer shall be responsible for real estate taxes accruing after the conveyance of said Deed.

3.6 Recordation Of Deed.

The City shall promptly file the Deed to any City Lot conveyed by the City to

Developer for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office"). Developer shall pay all recording costs.

3.7 Joinder Of Private Lots.

Developer understands that those Private Lots listed on (Sub)Exhibit B shall be utilized by Developer to construct the Homes and Townhomes constituting the Project in accordance with the terms and conditions of the Agreement. Subsequent to the recordation of this Agreement, if Developer acquires additional lots to be utilized for the Project, the City and Developer shall execute an appropriate Joinder indicating that such lot shall be redeveloped by Developer in accordance with this Agreement. Developer shall promptly file any such Joinder for recordation with the Recorder's Office. Developer shall pay all recording costs.

Section IV.

The Construction Of The Project.

4.1 Schedule Of Construction Progress.

In accordance with the terms of the Agreement, Developer shall construct the Homes and Townhomes constituting the Project (which shall not collectively exceed seventy (70) in the aggregate -- sixty-four (64) Townhomes and six (6) Homes) on the City Lots and the Private Lots in accordance with that certain construction timetable schedule dated as of _____, 2004 ("Schedule"), prepared by Developer, approved by the D.O.H., and attached hereto as (Sub)Exhibit F. The Schedule shall represent an estimate of the number of Homes and Townhomes to be completed by Developer by the expiration of certain time periods within the twenty-five (25) month time frame for commencement and completion of the Project as described further in Section 4.7. If Developer fails to achieve its production of the number of Homes and Townhomes in accordance with the Schedule, the City and Developer agree that certain of the City Lots made available to Developer may be released from the terms of this Agreement and thereafter be made available to the City for alternative redevelopment plans.

4.2 Working Drawings And Specifications.

Developer's list of Working Drawings and Specifications dated _____, 2004, containing the preliminary plans and drawings with regard to the construction of each type of Home and Townhome are approved by the D.O.H. and listed on

(Sub)Exhibit D attached hereto. Within thirty (30) days of the execution date of the Agreement, Developer shall submit to the D.O.H. for its approval, Developer's proposed final working drawings and specifications with regard to each model type of Home and Townhome to be constructed by Developer. The D.O.H. shall have thirty (30) days within which to approve or reject said drawings and specifications. If the D.O.H. rejects the drawings and specifications, Developer shall have sixty (60) days in order to prepare said documents consistent with the requirements of the D.O.H. and resubmit them to the D.O.H. for its approval. The D.O.H. shall thereafter have thirty (30) days within which to approve or reject said drawings and specifications. Upon the approval of the D.O.H., said drawings and specifications shall be considered final Working Drawings and Specifications for purposes of the Agreement.

Should Developer, subsequent to the execution date of the Agreement, wish to construct a model type of Townhome or Home other than that reflected in the Working Drawings and Specifications listed on (Sub)Exhibit D attached hereto, Developer shall submit to the D.O.H. for its approval Developer's final design drawings and specifications for said models. The D.O.H. shall have thirty (30) days within which to approve or reject said drawings and specifications. If the D.O.H. rejects the drawings and specifications, Developer shall have sixty (60) days in order to prepare said documents consistent with the requirements of the D.O.H. and resubmit them to the D.O.H. for approval. Upon the approval of the D.O.H., said drawings and specifications shall be considered Working Drawings and Specifications for purposes of the Agreement.

The Working Drawings and Specifications shall conform to the terms of the Agreement, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the *Model Energy Code* published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the D.O.H. for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 Preparation Of The City Lots; General Requirements.

Developer and the City acknowledge that some of the City Lots may have "atypical" conditions (sunken lot and other site elevation problems, a lack of ingress and egress to the parking pads for certain of the Lots, unusual lot dimensions, issues concerning the location of the proposed Home or Townhome(s) vis-a-vis existing buildings located on the parcels adjacent to the City Lots in question) which dictate that special consideration should be given to the redevelopment of said City Lots by

Developer pursuant to this Agreement and the New Homes Program (as modified by HomeStart II). These "atypical" conditions do not include matters which are routinely considered by the City's Department of Construction and Permits with regard to the issuance of building permits. Accordingly, prior to the commencement of construction of the Project, a representative of Developer and the D.O.H. shall conduct a site visit of each of the City Lots listed on (Sub)Exhibit A to determine if any special, "atypical" conditions exist. Those lots shall be deemed as "Special Lots" for purposes of the Agreement.

Prior to the commencement of construction by Developer on any Special Lot, the D.O.H. must approve a site-specific, final plat of survey (including grading elevations) identifying the proposed location of the model type in question, showing the resolution of any elevation, location of the housing structure or parking pad issue.

In addition, prior to the commencement of construction on any of the City Lots, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 ("N.E.P.A.") and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right of entry to the City Lots for the purpose of allowing Developer's architects and engineers to inspect each City Lot and to investigate the soil and environmental condition existing in each City Lot.

Construction and development of any of the Townhomes and Homes constituting the Project shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq. and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 -- 4128.

4.4 Limited Applicability Of D.O.H.'s Approval.

Any approvals of the Working Drawings and Specifications made by the D.O.H. 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.H. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Townhomes and Homes constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing And Constructing The Project.

- (a) Budget. Concurrent with the execution of the Agreement by Developer and

its delivery to the City, Developer shall deliver to the D.O.H. for its approval a written budget ("Budget") setting forth the projected and anticipated development costs with regard to the construction of the Townhomes and Homes constituting the Project. Developer shall also submit to the D.O.H. a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other funding source necessary to fund the construction of the Townhomes and Homes. Within seven (7) business days of receipt, the D.O.H. shall review and approve the Financing with regard to its adequacy in providing sufficient funds to facilitate the construction of the Project, and further, approve the Commitment, if any, to determine its compliance with the terms and provisions of the Agreement and the New Homes Program (as modified by "HomeStart II"). The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Private Lots and the City Lots (upon conveyance by the City to Developer). The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey to Developer the Deed to each City Lot requested by Developer pursuant to the terms of the Agreement for the consideration of the fair market value of the City Lot in question. For purposes of the Agreement, the "fair market value" for each City Lot listed on (Sub)Exhibit A attached hereto shall be established as of the execution date of the Agreement and is listed on (Sub)Exhibit A-1 attached hereto.

At the conveyance of the City Lot in question by the City to Developer, Developer shall execute a mortgage ("City Mortgage") in favor of the City reflecting: (i) the fair market value of said City Lot and (ii) a percentage of profit on the basis of seventy-five percent (75%) to Developer and twenty-five percent (25%) to the City. This principal amount shall bear interest over the term of the City Mortgage at the annual rate of zero percent (0%). The term of the City Mortgage shall commence on the date of conveyance of the pertinent City Lot from the City to Developer and shall be for the earlier of a period of (i) thirty (30) years or (ii) the sale and

conveyance of the Townhome or Home to a buyer. The City Mortgage shall be subordinate to the First Mortgage.

(2) Affordable Townhomes. The parties agree that at least twenty-four (24) Affordable Townhomes shall be sold by Developer to buyers whose household income may not exceed one hundred percent (100%) of the median income for the Chicago P.M.S.A.

Developer agrees, however, that it shall advise said buyer of an Affordable Townhome, prior to closing, and it shall be a condition of such sale, that the buyer shall be required to execute: (a) a Mortgage, Security and Recapture Agreement and Covenant of Residency in favor of the City to be dated as of the date of the closing in an amount reflecting the discount in sales price from a market rate sales price and shall have a term of _____ years. The Mortgage, Security and Recapture Agreement Covenant of Residency shall be repaid by the buyer to the City in accordance with its terms in the event that, subsequent to the closing, the Affordable Townhome is sold by the buyer to a third party purchaser within the applicable affordability period commencing with the closing date. The Mortgage, Security and Recapture Agreement described in this paragraph shall be subordinate to the lien in favor of the permanent lender, if any.

(3) HOME Purchase Price Subsidy. To assist eligible buyers to purchase an Affordable Townhome, said buyer may request from the City, by application to the D.O.H., a financial subsidy ("HOME Purchase Price Subsidy") derived from an allocation to the City of HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (1992) and the regulations promulgated thereto in 24 C.F.R. Part 92 ("HOME Regulations"). The amount of HOME Purchase Price Subsidy available for a particular buyer shall not exceed the amount of Twenty Thousand Dollars (\$20,000) per buyer whose household income range is between sixty-one percent (61%) to eighty percent (80%) of the median income for the P.M.S.A., and the amount of Thirty Thousand Dollars (\$30,000) per buyer whose household income range is up to sixty percent (60%) of the median income for the P.M.S.A.

(4) Pre-conditions To Closing The Affordable Townhome. As a condition precedent to the closing of the Affordable Townhome to an income-eligible buyer, Developer shall: (a) obtain from the City the Certificate with regard to Developer's compliance with the terms and conditions of the Agreement concerning the development and construction of the Affordable Townhome in question; (b) convey the completed Affordable Townhome to a buyer as more particularly described in this section and Section 5.3; (c) comply with the covenants described in Section 5.1; and (d) provide the buyer with a policy of title insurance issued by the Title Company, consisting of an Owner's Policy ALTA form B (1992), dated as of the date of conveyance of the Affordable Townhome in question by Developer to the buyer, insuring the title of the buyer with regard to the Affordable Townhome in

question in the amount of the purchase price. In addition, if the buyer is eligible to receive a HOME Purchase Price Subsidy, the pertinent amount of HOME Purchase Price Subsidy funds to be provided to a particular buyer shall be wired to the Title Company at closing, in accordance with the Escrow instructions (as described in Section 4.5(c)(1)).

Developer further agrees that it shall advise any buyer of an Affordable Townhome prior to closing, and it shall be a condition of such sale, that the buyer shall be required to execute: (a) the Mortgage, Security and Recapture Agreement and Covenant of Residency (as described in Section 4.5(b)(2)) in favor of the City to be dated as of the date of the closing; (b) if applicable, a mortgage, security and recapture agreement reflecting the provision by the City of the HOME Purchase Price Subsidy ("HOME Mortgage, Security and Recapture Agreement"), which shall be in favor of the City and to be dated as of the date of closing; and (c) if applicable, a covenant of residency ("HOME Covenant of Residency") with regard to the use of the particular Affordable Townhome by the buyer as its principal residence. The HOME Mortgage, Security and Recapture Agreement, if any, shall be repaid by the buyer to the City in accordance with its terms in the event that, subsequent to the closing, the Affordable Townhome is sold by the buyer within the applicable affordability period (as prescribed by the HOME Regulations) commencing with the closing date. If, however, the mortgage obtained by the buyer from the permanent lender is insured by the F.H.A., the affordability period shall be extended to conform to the terms of the F.H.A.-insured mortgage, as is required under the HOME Regulations. The HOME Mortgage, Security and Recapture Agreement described in this paragraph shall be subordinate to the lien in favor of the permanent lender, if any.

(c) (1) Construction Escrow. Prior to the commencement of construction of the first Townhome or Home of the Project, Developer and the City shall open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be utilized by the parties, inter alia, for the conveyance of City Lots to Developer pursuant to the terms of the Escrow Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Escrow Agreement. The parties agree that if any conflict exists between the terms of the Agreement and any Escrow instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

Prior to the commencement of construction of the Project on any Lot by Developer pursuant to the terms of this Agreement, the D.O.H. must have approved the following: (a) the Working Drawings and Specifications for each model type of Townhome and Home to be so constructed; (b) the Budget and the Financing (including, without limitation, the Construction Loan documents, if any); (c) the condition of title with regard to the lot in question; (d) a final plat of survey for the lot certified by a licensed engineer showing all easements,

encroachments and containing a legal description of the lot; and have received a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available.

Prior to the commencement of construction of the Project, the Escrowee must have received the following documents submitted by Developer: (a) a certificate of good standing regarding Developer and each Member from the State of Illinois; (b) copies of each subcontract; (c) Internal Revenue Service taxpayer identification numbers for Developer; and (d) originals of the Construction Loan documents or evidence of Financing. Escrowee shall also have received the following documents submitted by the City: (a) one (1) copy of this Agreement; and (b) a certified copy of the ordinance authorizing the selection of Developer to participate in the New Homes Program (as modified by "HomeStart II"). As construction of the Project commences on each particular City Lot or Private Lot, the Escrowee shall receive from Developer: (a) one (1) copy of every "soft sheet" building permit issued by the City; and (b) a final plat of survey certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot in question, and from the City, the Deed.

(c) (2) Subaccount Of Construction Escrow. The parties shall create a subaccount of the Escrow or establish a separate escrow account with the Escrowee ("Project Account") to handle deposits of profit from the sale of each Townhome on a City Lot. The City and Developer shall establish a minimum sales price for each Townhome unit type. At the sale of said Townhome by Developer to an initial buyer, the profit resulting from the sale of said Townhome (as agreed to by the City and Developer) shall be deposited in the Subaccount. Profit shall be shared on the basis of seventy-five percent (75%) to Developer and twenty-five percent (25%) to the City. Once the amount of funds on deposit in the Project Account reaches the level of Fifty Thousand Dollars (\$50,000), said amount shall remain on deposit in the Profit Account until the completion of the Project. The City and Developer shall agree on a schedule for periodic disbursements to the parties from the Project Account during the term of the Agreement; provided, however, that: (1) the minimum dollar threshold of Fifty Thousand Dollars (\$50,000) as described in this paragraph is maintained in the Project Account and (2) Developer shall not be entitled to draw on funds to cover cost overruns in constructing the Townhomes or Homes (unless, however, said cost overruns are due to environmental remediation costs which exceed that provided for in the construction budget or exceed that which is indicated on a line item basis for environmental costs for each parcel as reflected in the construction loan budget).

(d) Review Of Construction Progress. During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, an owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Construction Lender shall employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) meeting the prior approval of the D.O.H., to review for the parties all activities undertaken with regard to the construction of the Townhome and Homes constituting the Project. In the event that no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the D.O.H., at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the D.O.H. for the benefit of the New Homes Program.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the D.O.H., as the case may be, and shall include, inter alia, a certification for the benefit of the Construction Lender and the D.O.H. on the form attached hereto as (Sub)Exhibit G that the construction of said Townhome or Home complies with the Working Drawings and Specifications. The Inspector shall be affirmatively obligated to notify the D.O.H. and the Construction Lender of any discrepancies between the Working Drawings and Specifications (as approved by the D.O.H.) and the actual construction of the Townhome or Home in question, and shall provide the D.O.H. with a copy of each and every Inspector's certification. As described in Section 4.5(e), the receipt by the D.O.H. of the Inspector's Conditional Certificate shall be a condition precedent to closing. A representative of the D.O.H. shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Townhomes and Homes constituting the Project.

(e) Closing Of The Townhomes And Homes. Subject to the provisions of the Agreement, and as long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the closing may occur for the Home or Townhome in question (and the disbursement of HOME Purchase Price Subsidy for the buyer of an Affordable Townhome, if applicable) upon the occurrence of the following:

- (i) if the buyer is purchasing an Affordable Townhome, the buyer shall execute the Mortgage, Security and Recapture Agreement and the Covenant of Residency;
- (ii) the Inspector shall have delivered to the City its conditional certificate indicating that the construction of said Home or Townhome is complete and complies with the Working Drawings and Specifications, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");

- (iii) the City shall have issued its Certificate in accordance with the provisions described in Section 4.8;
- (iv) developer, in the form of an owner's sworn statement and the construction manager's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that no materialmen's liens or claims exist affecting the Home or Townhome in question, or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims;
- (v) developer shall have submitted to the City a copy of the owner's sworn statement and the general contractor's sworn statement describing all costs expended for the construction of the Home or Townhome in question;
- (vi) developer shall have furnished to the City one (1) copy of an "as-built" survey showing the location of all completed improvements on the Lot in question, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot; and
- (vii) if the buyer is purchasing an Affordable Townhome (and in addition, may receive a HOME Purchase Price Subsidy from the City), the D.O.H. shall have issued a letter to Developer that the buyer in question meets the income eligibility requirements of the New Homes Program (and if pertinent, is eligible to receive the HOME Purchase Price Subsidy).

Notwithstanding the foregoing, Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing of the Home or Townhome in question. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Townhome or Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the D.O.H.

With regard to the sale of any Townhomes on City Lots, Developer does also certify that it shall not take the final one-third ($\frac{1}{3}$) of its fee until the closing for the Townhome in question, which total fee shall be limited to ten and five-tenths

percent (10.5%) of total development costs less sales commissions, capitalized interest, bank fees and land.

4.6 Relocation Of Utilities.

In the event Developer requests the relocation, repair or replacement of any existing City utility lines in and under any of the City Lots or Private Lots, the public streets or private property adjacent to said Lots, Developer agrees that such utilities shall be relocated at Developer's sole expense. The D.O.H. 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. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines as a result of the Agreement.

4.7 Commencement And Completion Of The Project.

Developer, subject to the occurrence of Permitted Delays described in Section 6.2, shall commence with its marketing efforts for the Project within thirty (30) days of the approval of the marketing plan by the D.O.H. and shall commence with the construction of the Model Phase of the Project within three (3) months of the execution date of the Agreement, or within thirty (30) days of the issuance of building permits regarding the Model Phase, whichever is earlier. Except as otherwise provided in the Agreement, Developer shall complete the Project within twenty-five (25) months from said execution date. Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the time period specified in this Section 4.7. The parties, however, may mutually agree to extend the time for Developer's performance of its obligations to construct the Project by executing a written amendment to the Agreement.

4.8 Certificate Of Compliance.

As each Home or Townhome constituting part of the Project is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by, and based solely on, the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be, as further described in Section 4.5(e)), and Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the New

Homes Program, including without limitation, the provisions described in Section 4.5(e), the D.O.H., upon written request by Developer, 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 complete such Home or Townhome and to satisfy the objectives of the New Homes Program. 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 completion of the Home or Townhome in question and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the D.O.H. to the Escrowee at the closing of the Home or Townhome in question. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer be deemed to be a title encumbrance affecting said Home or Townhome.

4.9 Prohibition Against Unpermitted Encumbrances.

Prior to the issuance of the Certificate with regard to the completion of construction of each Home or Townhome on a particular Lot, neither Developer nor any successor in interest to the lot in question shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, shall be permitted to mortgage the lots for the purpose of obtaining the Construction Loan or other financing source as described in Section 4.5(a) above to the extent necessary for completing the construction of the Project. Notwithstanding the above, no mortgage shall be placed of record affecting a City Lot until such time as the City has conveyed said City Lot to Developer pursuant to the terms and conditions of the Agreement.

4.10 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage (or any affiliate of such holder) authorized by the Agreement (including any holder who obtains title to the Lots or any part thereof as a result of foreclosure proceedings, or action in lieu therefor), shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Home or Townhome (as the case may be) on the Lots in question, as the case may be, or to guarantee such construction or completion. Nothing in this Section 4.10 or any section of the Agreement, however, shall be deemed or construed to permit or authorize any such

holder or its affiliate to devote the Lots in question 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 New Homes Program 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 default by Developer, and the expiration of any applicable cure period, the City and each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

Whenever the mortgagee shall deliver a notice or demand to Developer with respect to any breach or default by Developer of its obligations under the mortgage loan documents, the mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in Section 8.8. After any such default by Developer, and the expiration of any applicable cure period, the City and each mortgagee shall have the right to remedy such default.

Section V.

Conveyance Of The Homes And Townhomes.

5.1 Developer's Covenants For Participation In The New Homes Program And HomeStart II.

(a) **Sales Price.** The sales price for each type of Home and Townhome to be constructed by Developer (excluding options and upgrades) pursuant to the Agreement has been agreed to by the parties and is listed on (Sub)Exhibit H attached hereto. However, with regard to the development and sale of the Affordable Townhomes, Developer affirmatively covenants that it shall sell and convey each Affordable Townhome to a prospective homebuyer for a base price per model which is affordable to a homebuyer whose household income does not exceed one hundred percent (100%) of the median income for the Chicago P.M.S.A.. Developer's projected final sales pricing of the various models of the Affordable Townhomes to be constructed by Developer are described on (Sub)Exhibit H attached hereto. The parties acknowledge that said base price does not include options described on (Sub)Exhibit I attached hereto, which may be desired by individual buyers. The parties further acknowledge that said base price may be slightly

adjusted due to inflation, upon the express agreement of the parties and as anticipated by the provisions contained in the New Homes Program.

(b) Compliance With Fair Housing And Non-Discrimination Laws. Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Home or Townhome developed and constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. sec. 3601-20, et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958 -- 1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. sec. 1982 (1988), and sections 17-19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. sect. 6101-07, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) Warranty Of Habitability. At the closing for the conveyance of a Home or Townhome from Developer to an initial buyer, Developer shall deliver to said buyer a warranty of habitability approved by the D.O.H. and attached hereto as (Sub)Exhibit J. Said warranty of habitability shall have a duration of one (1) year and shall be deemed to run with the land. In addition, Developer will provide to the buyer a third party two-tenths (2/10) extended warranty. This warranty will be referred to in the sales contract between Developer and the buyer, which clause must be initialed by the buyer and which must also provide that any applicable language related to said warranty survives the closing.

5.2 Marketing.

Developer shall comply with the affirmative marketing requirements described in Section 5.1(b). In addition, Developer agrees to abide by the terms and conditions of the marketing plan which has been approved by the D.O.H. and is attached hereto as (Sub)Exhibit K, and to utilize solely those marketing materials which have been approved by the D.O.H. either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Homes and Townhomes to prospective buyers. Developer also agrees to place on at least one (1) of the City Lots a sign containing an inscription that the Home or Townhome was (or shall be)

constructed by Developer in accordance with Developer's participation in the New Homes Program as articulated as "HomeStart II".

5.3 Income Eligibility Standards.

Developer agrees that each and every potential homebuyer of an Affordable Townhome, in conjunction with the execution of any sales contract with Developer for the purchase of a Affordable Home shall be approved in writing by the D.O.H. as meeting the income eligibility standards of the New Homes Program. Developer shall be responsible for providing the D.O.H. with any and all information required by the D.O.H. in determining the prospective homebuyer's income eligibility. The D.O.H. shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial homebuyer's employer(s), United States 1040 income tax returns for the previous two (2) years, an affidavit or verification from the homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae")) within which to qualify potential homebuyers.

Section VI.

Performance.

6.1 Time Of The Essence.

Time is of the essence of the Agreement.

6.2 Permitted Delays.

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 the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Homes or Townhomes constituting the Project, which are compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes 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 permitted 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 delay.

6.3 Breach.

(a) Generally. Except as otherwise provided in the Agreement, in the event of default by any party or its successor in interest in the performance of its obligations under the Agreement, such party or successor, upon written notice from the other, shall commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice. In the event such action is not diligently pursued or the default not cured within a reasonable time, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

(b) Event Of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

- (1) if, at any time, any covenant, warranty, representation or statement made or furnished by Developer (including the covenants, representations and warranties of Developer described in Section 2.1) is not true and correct in any material respect; or
- (2) if any petition is filed by or against Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within sixty (60) days after filing); or
- (3) failure of Developer to develop Working Drawings and Specifications materially consistent with the procedures outlined in Section 4.2 with regard to the construction of the Homes or Townhomes constituting the Project; or
- (4) if Developer fails to fulfill its obligations with respect to the completion of the Project (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Home or Townhome then under construction, and such failure, violation, abandonment or suspension shall not be cured, ended or remedied within thirty (30) days of the date Developer receives written demand by the City to cure the same; or

- (5) if Developer conveys any Affordable Townhome to a buyer in excess of the consideration described in Section 5.1, or conveys any Affordable Townhome to a buyer ineligible to purchase said Affordable Townhome; or
- (6) if Developer fails to comply with the nondiscrimination covenant described in Section V above with regard to the marketing and sale of the Homes and Townhomes constructed by Developer; or
- (7) failure of Developer to pay real estate taxes or assessments affecting the City Lots (accruing after the date of conveyance by the City to Developer) (after the date of acquisition by Developer) or any part thereof when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the lots or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within thirty (30) days after written demand by the City to remove such lien or encumbrance; or
- (8) the occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or
- (9) the occurrence of an event of default within the context of the City Mortgage which is not cured within the applicable time periods, if any, contained therein; or
- (10) any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2.

(c) Prior To Commencement Of Construction. If, from the execution date of the Agreement until the commencement of construction of the Model Phase, Developer or its successor in interest defaults in any specific manner as described in paragraph (b) of this Section 6.3, and such default continues after the delivery of notice of default pursuant to Section 6.3(a), and the failure of Developer to commence to cure within the thirty (30) day period (or such longer period if so specified) provided for in such notice, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Commencement Of Construction Until Issuance Of Certificate. If, subsequent to the commencement of construction by Developer on any lot, until the City issues its Certificate with regard to the completion of construction of the pertinent housing unit on the lot(s) in question, Developer or its successor in interest shall default in any specific manner as described in paragraph (b) of this Section 6.3, then the City, by written notice to Developer, and after opportunity to cure as described in paragraph (a) of this Section 6.3, may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding any City Lot not conveyed to Developer prior to the date of default.

In addition, in the event of default and failure to cure by Developer as provided herein, if the lots then under construction by Developer as of the date of default are City Lots, then the City shall have the right to re-enter and take possession of each such City Lot, to terminate the estate conveyed by the Deeds to such City Lots to Developer as well as Developer's right of title and all other rights and interests in said City Lots conveyed by the Deeds to Developer, and revert title in said City Lots with the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and the reversioning of title as a result thereof in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage, if any, authorized by the Agreement for the protection of the holders of the First Mortgage.

Upon the reversioning in the City of title to the City Lots in the manner described in the preceding paragraph, the D.O.H. may complete the construction of the Homes or Townhomes on the lots in question, including, if necessary, the hiring of an alternative contractor to complete the construction.

Upon completion of construction, the D.O.H. shall employ its best efforts to convey said Homes and Townhomes (subject to the First Mortgage liens described above, if any) to eligible prospective homeowners ("Homeowners") under the New Homes Program, and in accordance with all applicable federal, state and local laws, ordinances and regulations. The Townhomes shall be conveyed to the Homeowners who, at closing, in the event a First Mortgage encumbers the lot, shall pay the unpaid principal of the First Mortgage affecting said lot and the interest accrued thereon due and payable as of the date of the conveyance of the Townhome by the City. When the City sells all of the Townhomes in accordance with the provisions described in this subsection, the proceeds from said sale shall be utilized and distributed in accordance with the provisions described in Section 6.3(e) below.

In the alternative, in the event that lots are then under construction by Developer as of the time of default, the City may allow the Construction Lender to enter into possession of such lots and cause the completion of construction of the Townhomes or Homes on the lots in question; provided, however, that the Construction Lender

complies with the terms and provisions of the Agreement, including, without limitation, Section 4.10 of the Agreement.

(e) Distribution Of Sale Proceeds. Upon the sale of all of the Townhomes by the City pursuant to Section 6.3(d), the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

- (a) costs and expenses incurred by the City with regard to the reconveyance of the City Lots from Developer to the City, and the management and subsequent conveyance of the said lots to the Homeowners;
- (b) all taxes, assessments, and water and sewer charges with respect to the City Lots as provided for under this Agreement;
- (c) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees;
- (d) any expenditures made or obligations incurred with respect to the construction and maintenance of any Homes and Townhomes constructed on the lots;
- (e) any other amounts owed to the City by Developer, its successors or transferees; and
- (f) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If, subsequent to the issuance of the Certificate with regard to the completion of construction of any Affordable Townhome in question, Developer or its successor in interest shall default in any specific manner as described in items (5) or (6) contained in paragraph (b) of this Section 6.3, and after reasonable opportunity to cure as described in paragraph (a) of this Section 6.3, then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to item (5) concerning the default by Developer for charging a sales price in excess of the consideration allowable under Section 5.1, Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one-half (1 ½) times the amount by which the sales price exceeds the consideration described in Section 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

6.4 Waiver And Estoppel.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

6.5 Indemnity.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Homes and Townhomes constituting the Project (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the New Homes Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer on any of the City Lots or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, any City Lot or Private Lot.

6.6 Access To The City Lots And Private Lots.

Any duly authorized representative of the City shall, at all reasonable times, have access to any City Lot, Private Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Home or Townhomes on the lot in question, for the purpose of confirming Developer's compliance with the Agreement.

6.7 City's Right To Inspect Records.

Until the City issues its Certificate with regard to the completion of the final Home or Townhome constituting the Project, Developer agrees that the City shall have the

right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, all such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least two (2) business days' written notice of any proposed inspection of Developer's books and records.

Section VII.

Developer's Employment Obligations.

7.1 Employment Opportunity.

Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any affiliate of Developer ("Affiliate") operating on the Project (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project and the occupation of the City Lots or Private Lots with regard thereto:

- A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative actions to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination

clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

- B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
- C. Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- D. Developer and each Employer shall include the foregoing provisions of subparagraphs A through C in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Project, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
- E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section VI above.

7.2 City Resident Employment Requirement.

Developer agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Developer and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Director of Procurement Services of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Developer and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the D.O.H. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, and the date that the company hired the employee should be written in after the employee's name.

Developer and the other Employers shall provide full access to their employment records to the Director of Procurement Services, the Commissioner of the D.O.H., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Home or Townhome constructed by Developer.

At the direction of the D.O.H., affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer and the other Employers to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Director of Procurement Services) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in

such a case of non-compliance it is agreed that one-twentieth of one percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

7.3 Developer's M.B.E./W.B.E. Commitment.

Developer agrees for itself and its successors and assigns, and shall contractually obligate the Developer's general contractor to agree, that during the construction of the Project:

- A. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program ("M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 7.3, during the course of construction of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Budget) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):
 - a. At least twenty-five percent (25%) by M.B.E.s.
 - b. At least five percent (5%) by W.B.E.s.
- B. For purposes of this Section 7.3 only, Developer (and any party to whom a contract is let by Developer pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago. In addition, the term "minority-owned

business" or M.B.E. shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise.

- C. Consistent with Section 2-92-440, Municipal Code of Chicago, Developer's M.B.E./W.B.E. commitment may be achieved in part by Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual construction work performed by Developer), or by a joint venture with one (1) or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture, or (ii) the amount of any actual construction work performed by the M.B.E. or W.B.E.), by Developer utilizing a M.B.E. or a W.B.E. as a contractor (but only to the extent of any actual construction work performed by such contractor), by subcontracting or causing a contractor to subcontract a portion of the work to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to Developer's M.B.E./W.B.E. commitment as described in this Section 7.3.
- D. Developer shall deliver quarterly reports to the D.O.H. describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by Developer or a contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the D.O.H. in determining Developer's compliance with this M.B.E./W.B.E. commitment. The D.O.H. shall have access to Developer's books and records, including, without limitation, payroll records and tax returns, and records and books of account in accordance with Section 6.7 of this Agreement on two (2) business days' notice, to allow the City to review Developer's compliance with its commitment to M.B.E./W.B.E. participation.
- E. The City shall have the right to terminate this Agreement upon the disqualification of Developer or its contractors as a M.B.E. or W.B.E., if the Developer or its contractor's status as a M.B.E. or W.B.E. was a factor in

the approval of Developer to participate in the New Homes Program, as modified by HomeStart II, and such status was misrepresented by the contractor or Developer. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as a M.B.E. or W.B.E. was a factor in the approval of Developer to participate in the New Homes Program, as modified by HomeStart II, and such status was misrepresented by the contractor or Developer. In the event that Developer is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the City, at its option, may choose to not terminate this Agreement; provided, however, Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this paragraph E, the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

- F. Any reduction or waiver of Developer's M.B.E./W.B.E commitment as described in this Section 7.3 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

7.4 Pre-Construction Meeting; Monitoring Requirements.

Prior to the commencement of construction of the Project, Developer shall be required to meet with the monitoring staff of the D.O.H. with regard to Developer's compliance with its employment obligations described in this Section VII. Developer's general contractor and major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the D.O.H. its plan to achieve its employment obligations, the sufficiency of which must be approved by the D.O.H. as a pre-condition to the D.O.H.'s approval to allow Developer to commence with the construction of the Project. During the construction of the Project, Developer shall submit documentation (as required in Sections 7.1 -- 7.3 above) to the monitoring staff of the D.O.H.. Failure to submit such documentation on a timely basis, or if the D.O.H. determines, upon analysis of the documentation, that Developer is not complying with its employment obligations described in this Section VII, shall, upon the delivery of written notice to Developer, be deemed a default. In such event, in addition to any remedies described in this Section VII, the City may: (1) issue a written demand to Developer to halt construction of the Project; (2) withhold certain pertinent sums from payment to Developer or the general contractor; or (3) seek any other remedies against Developer available at law or in equity.

*Section VIII.**Miscellaneous Provisions.***8.1 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 material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 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 substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days.

8.2 Assignability And Transfer.

With regard to any Lot to be redeveloped by Developer pursuant to the terms of the Agreement, unless permitted by the provisions contained in Section 4.9 above, Developer, until the City issues the Certificate with regard to the completion of a Home or Townhome on such particular Lot, shall not assign, transfer or convey any right, title or interest in said Lot. Notwithstanding the above, Developer shall have the right to enter into sales contracts with initial buyers prior to the issuance of the Certificate. In addition, Developer shall be permitted to convey its right, title and interest to any of the Lots to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

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

Prior to the issuance of the Certificate by the City with regard to the completion of the final Home or Townhome constituting the Project, no member of any City board, commission or agency, or official or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement 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. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the New Homes Program or who are in a position to participate in a decision-making process or gain inside information with regard to the Project or the New Homes Program (as modified by "HomeStart II") or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one (1) year thereafter. The foregoing shall not be deemed to exclude employees of the City from purchasing Homes or Townhomes for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. 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.

8.4 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 reasons of any misrepresentation.

8.5 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.

8.6 Cumulative Remedies.

The remedies of any party hereunder are cumulative and the exercise of any one (1) 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.

8.7 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.

8.8 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 Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Deputy Commissioner,
Developer Services

with a copy to:

Corporation Counsel
City of Chicago
30 North LaSalle Street, Room 1610
Chicago, Illinois 60602
Attention: Real Estate and Land-Use
Division

If To Developer:

1300 Park, L.L.C.
1120 South Homan Avenue
Chicago, Illinois 60624
Attention: Cecil W. Butler

with a copy to:

Charity & Associates
20 North Clark Street, Room 700
Chicago, Illinois 60602
Attention: Marianne Raimondi

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.

8.9 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.

8.10 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References To Statutes.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, the City shall promptly record one (1) original of the Agreement with the Recorder's Office.

8.13 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 First Mortgagee or other lien holder, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or Certificate.

8.14 Successors And Assigns.

The terms of the Agreement shall be binding upon the City and Developer, and Developer's respective heirs, legal representatives, successors and assigns.

8.15 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.

8.16 Counterparts.

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

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

City of Chicago,
an Illinois municipal corporation

By: _____
John G. Markowski,
Commissioner of Housing

1300 Park, L.L.C.,
an Illinois limited liability company

By: Acacia Realty Inc.,
an Illinois corporation

By: _____
Cecil C. Butler,
Its sole Director, President,
Secretary and Treasurer

By: Deval Corporation,
an Illinois corporation

By: _____
Michael W. Scott,
Its sole Director, President,
Secretary and Treasurer

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that John J. Markowski, personally known to me to be the Commissioner of Housing 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 Commissioner, 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 City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2004.

Notary Public

[Seal]

My commission expires: _____.

9/1/2004

REPORTS OF COMMITTEES

30033

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Cecil C. Butler, personally known to me to be the sole Director, President, Secretary and Treasurer of Acacia Realty Inc., an Illinois corporation, which is the Managing Member of 1300 Park, L.L.C., an Illinois limited liability company, 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 sole Director, President, Secretary and Treasurer, he signed and delivered the said instrument, pursuant to authority given by Acacia Realty Inc., as Managing Member of 1300 Park, L.L.C., as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2004.

Notary Public

[Seal]

My commission expires: _____.

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Michael W. Scott, personally known to me to be the sole Director, President, Secretary and Treasurer of Deval Corporation, an Illinois corporation, which is a Member of 1300 Park, L.L.C., an Illinois limited liability company, 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 sole Director, President, Secretary and Treasurer, he signed and delivered the said instrument, pursuant to

authority given by Deval Corporation, as a Member of 1300 Park, L.L.C., as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2004.

Notary Public

[Seal]

My commission expires: _____.

[(Sub)Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J" and "K" referred to in this Redevelopment Agreement with 1300 Park, L.L.C. unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Redevelopment Agreement with 1300 Park, L.L.C. constitutes Exhibit "A" to the ordinance and is printed on pages 29988 through 29991 of this *Journal*.]

[(Sub)Exhibit "A-1" referred to in this Redevelopment Agreement with 1300 Park, L.L.C. reads as follows:

(Sub)Exhibit "A-1".
(To Redevelopment Agreement With 1300 Park, L.L.C.)

List Of Fair Market Value Of The City Lots.

Address	Square Footage	Fair Market Value
1222 South Troy Street	3,125	\$19,400
1225 South Troy Street	3,125	\$19,400

Address	Square Footage	Fair Market Value
1227 South Troy Street	3,125	\$19,400
1235 South Troy Street	3,125	\$19,400
1237 South Troy Street	3,125	\$19,400
1239 South Troy Street	3,125	\$19,400
1245 South Troy Street	3,125	\$19,400
1247 South Troy Street	3,125	\$19,400
1249 -- 1251 South Troy Street	6,250	\$38,800
1255 South Troy Street	3,125	\$19,400
1257 South Troy Street	3,125	\$19,400
1301 South Troy Street	2,988	\$18,600
1303 South Troy Street	3,000	\$18,650
1218 South Albany Avenue	3,613	\$22,450
1248 South Albany Avenue	3,613	\$22,450
1254 South Albany Avenue	3,613	\$22,450
1256 South Albany Avenue	3,613	\$22,450
1300 South Albany Avenue	3,454	\$21,450
1310 South Albany Avenue	4,913	\$30,500
1314 South Albany Avenue	4,046	\$25,150
1318 South Albany Avenue	3,468	\$21,550
1320 South Albany Avenue	3,613	\$22,450
1324 South Albany Avenue	3,613	\$22,450

Address	Square Footage	Fair Market Value
1326 South Albany Avenue	3,613	\$22,450
1528 South Albany Avenue	8,160	\$50,700
1520 South Albany Avenue	11,815	\$73,400

AUTHORIZATION FOR EXECUTION OF SECOND AMENDMENT
TO COVENANTS AND APPROVAL FOR TRANSFER OF
PROPERTY AT 2306 -- 2326 EAST 71ST STREET
FROM LAKESHORE POINTE,
L.L.C. TO SOTA, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing an amendment to covenants regarding a development at 2306 and 2326 East 71st Street for Sota, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City conveyed to The Neighborhood Institute, an Illinois not for profit corporation ("T.N.I."), that certain property located at 2306 -- 2326 East 71st Street, Chicago ("Property"), by quitclaim deed ("Deed") dated August 25, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 31, 1989 as Document Number 89410779; and

WHEREAS, The Property is legally described on Exhibit A attached hereto; and

WHEREAS, The Property was never redeveloped by T.N.I. in accordance with the covenants described in the Deed, and subsequently conveyed to LakeShore Pointe, L.L.C., an Illinois limited liability company ("LakeShore"); and

WHEREAS, In conjunction with the conveyance of the Property to LakeShore, the City, LakeShore and Shorebank Neighborhood Institute (as successor in interest to T.N.I.) executed an amendment to covenants, which was dated as of July 23, 1999 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 11, 1999 as Document Number 99766089; and

WHEREAS, The Property was never redeveloped by LakeShore in accordance with the amended covenants; and

WHEREAS, LakeShore currently seeks to convey the Property to Sota, L.L.C., an Illinois limited liability company ("Sota"), which proposes to redevelop the Property by developing and constructing twenty-seven (27) housing units; and

WHEREAS, As part of this redevelopment effort, Sota shall develop and sell three (3) of the afore mentioned housing units to homebuyers ("Homebuyers") at a base sales price (excluding options) not to exceed the sum of Two Hundred Thousand Dollars (\$200,000); and

WHEREAS, The household income of each Homebuyer, adjusted for household size, shall be no greater than one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area ("P.M.S.A.") in accordance with Title 2, Chapter 44, Section 090 of the Municipal Code of Chicago (the "Affordable Housing Ordinance"); and

WHEREAS, As a condition for the City consenting to the transfer and conveyance of the Property to Sota, LakeShore, Sota and the City shall execute that certain Second Amendment to Covenants ("Second Amendment to Covenants") in substantial conformity to the form which is attached as Exhibit B, and which shall provide for the redevelopment of the Property in accordance with the terms and conditions of this ordinance; now, therefore,

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

SECTION 1. The transfer of the Property legally described on Exhibit A attached hereto from LakeShore to Sota is hereby approved, subject to the execution by the City, LakeShore and Sota of the Second Amendment to Covenants, in substantial conformity with the form attached hereto as Exhibit B.

SECTION 2. The Commissioner of Housing, on behalf of the City, is authorized to execute the Second Amendment to Covenants, and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the transfer of the Property to Sota and for the redevelopment of the Property to Sota.

SECTION 3. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of The Property.

Lots 18 to 25, inclusive, in Block 5 in the resubdivision of Blocks 10 to 11 and part of Block 12 in the South Shore Division Number 5, a subdivision of the east half of the southeast quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

2306 -- 2326 East 71st Street

Chicago, Illinois.

Permanent Index Numbers:

20-24-429-003-0000; and

20-24-429-004-0000.

Exhibit "B".

Second Amendment To Covenants.

This Amendment to Covenants is made this _____, 2004, by and among the City of Chicago, an Illinois municipal corporation ("City"), 121 North LaSalle Street, Chicago, Illinois 60602, and Lakeshore Pointe, L.L.C., an Illinois limited liability company ("L.L.C." or "Seller"), 7054 South Jeffrey Boulevard, Chicago, Illinois 60619 and Sota, L.L.C., an Illinois limited liability company ("Sota" or "Buyer"), 5440 North Cumberland Avenue, Suite 301, Chicago, Illinois 60656.

Recitals.

Whereas, By quitclaim deed dated August 25, 1989, and recorded in the Office of

the Recorder of Deeds of Cook County, Illinois on August 31, 1989, as Document Number 89410779 ("Deed"), attached hereto as (Sub)Exhibit A, the City conveyed to The Neighborhood Institute, an Illinois not-for-profit corporation ("T.N.I."), the property legally described in Exhibit A; and

Whereas, On March 26, 1996, Articles of Merger of T.N.I. were filed in the Office of the Secretary of State wherein T.N.I. merged with Austin Labor Force Intermediary and changed the name of the corporation to Chicago Neighborhood Institute; and

Whereas, On April 8, 1997, Articles of Amendment to the Articles of Incorporation of Chicago Neighborhood Institute were filed in the Office of the Secretary of State wherein Chicago Neighborhood Institute changed its name to S.N.I.; and

Whereas, On July 23, 1999, an Amendment to Covenants was filed with the Cook County Recorder, attached hereto as (Sub)Exhibit B, where the City of Chicago consented to the conveyance of the Property to the L.L.C. and consented to amend certain conditions and covenants of the deed which ran with the land; and

Whereas, S.N.I. has conveyed the Property to the L.L.C. for nominal consideration; and

Whereas, The L.L.C., as "Seller" and Sota as "Buyer", have agreed to enter into an agreement for the purchase of the property legally described herein as (Sub)Exhibit C and attached hereto;

Now, Therefore, In consideration of the foregoing and the mutual agreements and covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. The third (3rd) condition of the Deed is hereby amended to provide that Sota shall commence construction of a project on the Property consisting of twenty-seven (27) housing units on or before April 1, 2005, and shall complete construction on or before April 1, 2008. This condition shall terminate upon the issuance of a Certificate of Completion or similar instrument by the City.
- II. The fourth (4th) condition of the Deed is hereby amended to provide that the L.L.C. is hereby authorized by the City to convey the Property to Sota; provided, however, Sota complies with the following:
 - (a) As part of the development of twenty-seven (27) housing units on the Property, Sota shall develop and construct three (3) housing units ("Affordable Units") which shall be sold to homebuyers ("Homebuyers") at a base sales price (excluding options) not to exceed the sum of Two Hundred Thousand Dollars (\$200,000). The household income of each Homebuyer, adjusted for household

size, shall be no greater than one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area ("P.M.S.A.") in accordance with Title 2, Chapter 44, Section 090 of the Municipal Code of Chicago (the "Affordable Housing Ordinance"). With regard to the development and sale of any Affordable Unit, Sota shall deliver to the City (through the City's Department of Housing ("D.O.H.)) an executed real estate sales contract between Sota and the pertinent Homebuyer, which sales contract shall identify the Affordable Unit and include the legal description for the Affordable Unit and also describe the options for the Affordable Unit requested by the pertinent Homebuyer.

The D.O.H. must approve the income eligibility of the Homebuyer purchasing any of the Affordable Units. In such regard, Sota shall be responsible for providing the D.O.H. with any and all information required by the D.O.H. in determining the prospective homebuyer's income eligibility. The D.O.H. shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the homebuyer's employer(s), United States 1040 income tax returns from the previous two (2) years, an affidavit or verification from the homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae") within which to qualify potential homebuyers.

At each closing for an Affordable Unit, the Homebuyer shall execute a mortgage in favor of the City of Chicago and a covenant of residency (note). The mortgage shall have a term of thirty (30) years ("Term") commencing with the date of closing in an amount representing the difference between the market rate sales price for a similar type of Unit and the sales price paid by the Homebuyer for the Affordable Unit. This amount shall decline on a proportional amount on each anniversary of the date of closing during the Term. The mortgage shall be due and payable by the Affordable Unit buyer if, during the Term, the Homebuyer sells the Affordable Unit for an amount greater than the original purchase price. If, at the expiration of the Term, the Homebuyer is still residing in the Affordable Unit as its primary domicile, the City shall issue a release of said mortgage.

- (b) Upon full compliance by Sota with the conditions described in paragraph (a) above, the City shall issue a certificate of completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the obligation of Sota to develop

and sell the Affordable Units to Homebuyers. The Certificate, however, shall not constitute evidence that Sota has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion and sale of the housing units in question and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said housing units. The Certificate shall be in recordable form.

- (c) If Sota fails to develop and sell the afore-mentioned Affordable Units to Homebuyers within twenty-four (24) months of the execution date of this Second Amendment, the City may institute any action or proceeding at law or in equity against Sota, including seeking damages, injunctive relief or specific performance.

In Witness Whereof, The parties have executed this Second Amendment to Covenants at Chicago, Illinois as of the date first written above.

City of Chicago, an Illinois
municipal corporation

Lakeshore Pointe, L.L.C.,
an Illinois limited liability company

By: _____
John G. Markowski,
Commissioner of Housing

By: ShoreBank Development
Corporation Chicago, a Delaware
corporation, its managing member

By: _____
Helen Dunlap,
Chief Executive Officer

Sota, L.L.C., an Illinois limited
liability company

By: _____
Gary Poter,
Managing Member

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Helen Dunlap, personally known to me to be the Chief Executive Officer of ShoreBank Development Corporation, the Managing Member of LakeShore Pointe, L.L.C., an Illinois limited liability company, 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 she signed and delivered the instrument pursuant to authority given by L.L.C. as her free and voluntary act, and as the free and voluntary act of L.L.C. for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2004.

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Gary Poter, personally known to me to be the Managing Member of Sota, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that he signed and delivered the instrument pursuant to authority given by L.L.C. as his free and voluntary act, and as the free and voluntary act of L.L.C. for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2004.

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that John G. Markowski, personally known to me to be the Commissioner of Housing of the City of Chicago, a municipal corporation, appeared before me this day in person, and being first duly sworn by me acknowledged that he signed and delivered the instrument pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of the municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2004.

Notary Public

[(Sub)Exhibits "A" and "B" referred to in this Second Amendment
to Covenants unavailable at time of printing.]

[(Sub)Exhibit "C" referred to in this Second Amendment to
Covenants constitutes Exhibit "A" to the ordinance
and is printed on page 30039 of this *Journal*.]

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT
VARIOUS LOCATIONS TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH EAST LAKE/
WEST END I-B, L.P.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property to East Lake/West End I-B, L.P., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as

such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on May 17, 2000 and published at pages 30775 through 30925 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, a certain redevelopment plan and project (the "T.I.F. Plan") for the Midwest Tax Increment Financing Redevelopment Project Area (the "T.I.F. Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 17, 2000 and published at 30926 through 30939 in the *Journal* of such date, the T.I.F. Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on May 17, 2000 and published at pages 30940 through 30953 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain T.I.F. Area redevelopment project costs (as defined in the Act) incurred pursuant to the T.I.F. Plan; and

WHEREAS, The City is the owner of the vacant parcels of property located at 315 South Artesian Avenue, 327 South Artesian Avenue, 2451 West Adams Street and 2667 West Madison in Chicago, Illinois, which are legally described on Exhibit A attached hereto (the "Property"), and which is located in the T.I.F. Area; and

WHEREAS, East Lake/West End I-B, L.P., an Illinois limited partnership (the "Developer"), whose offices are located at in care of East Lake Management & Development Corporation, 2850 South Michigan Avenue, Chicago, Illinois 60616, has offered to purchase the Property for One and no/100 Dollars (\$1.00); and

WHEREAS, The Developer has proposed to construct ninety-two (92) units of affordable rental housing, including fifty-seven (57) units of public housing (the "Project") on the Property and other land owned by the Developer and the Chicago Housing Authority, as part of the overall transformation plan for Rockwell Gardens; and

WHEREAS, The Developer has agreed to undertake the Project in accordance with the T.I.F. Plan and subject to the terms and conditions of the redevelopment agreement to be executed between the Developer and the City in substantially the form attached hereto as Exhibit B (the "Redevelopment Agreement"); and

WHEREAS, By Resolution Number 04-CDC-28, adopted on April 13, 2004, the Community Development Commission of the City (the "Commission") authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, A public notice advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on April 16, 2004 and April 23, 2004; and

WHEREAS, No other responsive proposals were received by the Department for the redevelopment of the Property within thirty (30) days after such publication, pursuant to Resolution Number 04-CDC-28, the Commission has recommended that the Property be conveyed to the Developer for redevelopment for the Project and that the Department be authorized to negotiate, execute and deliver on behalf of the City the Redevelopment Agreement; and

WHEREAS, The Developer has also requested that the City waive certain fees relating to the development of the Project; now, therefore,

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

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

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

SECTION 3. The sale of the Property to the Developer in the amount of One and no/100 Dollars (\$1.00) is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of the Department is authorized to negotiate, execute and deliver on behalf of the City the Redevelopment Agreement and such other documents as may be necessary to implement the sale and redevelopment of the Property, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to any covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 5. The City is authorized to waive the fees listed on Exhibit C attached hereto with respect to the Project.

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

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

SECTION 8. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description.

Common Addresses:

315 South Artesian Avenue;

327 South Artesian Avenue;

2451 West Adams* Street; and

2667 West Madison Street.

Permanent Index Numbers:

16-13-221-027;

16-13-222-001;

16-13-215-004*; and

16-13-201-002.

Exhibit "B".
(To Ordinance)

*Agreement For The Sale And
Redevelopment Of Land.*

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, 2004, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and East Lake/West End I-B, L.P., an Illinois limited partnership ("Developer"), whose offices are located at in care of East Lake Management & Development Corp., 2850 South Michigan Avenue, Chicago, Illinois 60616.

Recitals.

Whereas, The Developer desires to purchase from the City the real property legally described on (Sub)Exhibit A attached hereto (the "City Parcels"); and

Whereas, The City Parcels are located within the boundaries of the Rockwell Gardens HOPE VI transformation project; and

Whereas, The overall transformation plan for Rockwell Gardens calls for the construction of a total of seven hundred eighty (780) mixed-income rental and for-sale units; and

Whereas, The City Parcels, together with the real property legally described on (Sub)Exhibit B attached hereto (the "Developer Parcels") and the real property legally

* The conveyance of 2451 West Adams Street (Permanent Index Number 16-13-215-004) shall exclude that portion of the parcel to be used for the construction of for-sale housing units.

described on (Sub)Exhibit C attached hereto (the "C.H.A. Parcels"), will be developed as part of the rental housing component of Phase I-B of the overall transformation plan, which will include ninety-two (92) rental units affordable to households earning no more than sixty percent (60%) of the median income for the Chicago Primary Metropolitan Statistical Area, of which fifty-seven (57) will be public housing units (the "Project"); and

Whereas, The Developer is the fee simple owner of the Developer Parcels and, upon execution of that certain Ground Lease with the Chicago Housing Authority dated of even date herewith, the ground lessee of the C.H.A. Parcels; and

Whereas, The City Parcels, the Developer Parcels and the Developer's leasehold interest in the C.H.A. Parcels are collectively referred to herein as the "Property"; and

Whereas, The Property is located in a redevelopment area known as the Midwest Tax Increment Finance Redevelopment Project Area ("Redevelopment Area"); and

Whereas, The Project is consistent with the Midwest Redevelopment Project Area Tax Increment Finance Program Report ("Redevelopment Plan") for the Redevelopment Area; and

Whereas, The City Council by ordinance adopted September __, 2004, authorized the sale of the City Parcels to the Developer, subject to the execution, delivery and recording of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

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

Section 2.

Sale And Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, the City agrees

to sell to the Developer, and the Developer agrees to purchase from the City, the City Parcels for One and no/100 Dollars (\$1.00) ("Purchase Price"). Except as specifically provided herein to the contrary, the Developer shall pay all closing costs. The Developer acknowledges that the Purchase Price is less than the fair market value of the City Parcels and that the City has only agreed to the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 10.

Section 3.

Earnest Money And Performance Deposit.

There is no earnest money or performance deposit requirement.

Section 4.

Conveyance Of City Parcels.

A. Form Of Deed. The City shall convey the City Parcels to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the Redevelopment Plan for the Redevelopment Area;
- (ii) standard exceptions in an ALTA title insurance policy;
- (iii) general real estate taxes and any special assessments or other taxes;
- (iv) easements, encroachments, covenants and restrictions of record and not shown of record; and
- (v) such other title defects as may exist.

B. Title Commitment And Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Chicago Title Insurance Company ("Title Company"), showing the City in title to the City Parcels. Any updated title commitment shall be obtained at the Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of Albert Whitehead, P.C., 10 North Dearborn Street, Suite 600, Chicago, Illinois, 60602, on October 4, 2004, or on such date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4.E., 4.I. through 4.L., 5, 6.A., 8 and 13 are all satisfied, (ii) unless and until all financing necessary for the construction of the Project is simultaneously closing, and (iii) any later than April 1, 2005 (the "Outside Closing Date").

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than September 1, 2004, and shall deliver evidence of all such permits and approvals to D.P.D. at least fourteen (14) days prior to the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the City Parcels prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following:

(i) accept title to the City Parcels subject to the tax liens; or

(ii) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recording Costs. The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the City Parcels to the Developer.

H. Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

I. Insurance. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to D.P.D.. Prior to

the issuance of the Certificate of Completion (as defined in Section 9), the City shall be named as an additional insured on any liability insurance policies and as a loss payee on any property insurance policies. The City acknowledges and agrees that any insurance proceeds shall be applied in accordance with the provisions of Section 9 of the Intercreditor and Subordination Agreement of even date herewith by and between LaSalle Bank National Association ("LaSalle"); the Chicago Housing Authority; Developer; East Lake/West End, L.L.C., an Illinois limited liability company; Chicago Equity Fund 2003 L.L.C., a Delaware limited liability company; and Chicago Equity Fund 2004 L.L.C., an Illinois limited liability company. This Section 4.I. shall survive the Closing.

J. Legal Opinion. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing a legal opinion in a form reasonably acceptable to D.P.D.

K. Due Diligence. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and the Federal District Court for the Northern District of Illinois, and bankruptcy in Cook County and United State Bankruptcy Court), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

L. Organization And Authority Documents. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing certified copies of Developer's certificate of limited partnership, agreement of limited partnership, and a resolution authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request.

Section 5.

Project Budget; Proof Of Financing.

The total budget for the Project is currently estimated to be Twenty Million One Hundred Sixty-three Thousand Six Hundred Twenty-nine and no/100 Dollars (\$20,163,629.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to D.P.D. for approval a final budget for the Project materially consistent with the Preliminary Project Budget ("Budget") and evidence of funds adequate to finance the construction of the Project. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time

as the Developer complies with this Section 5 (provided, however, any delay shall not extend beyond the Outside Closing Date).

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. The Developer shall construct the Project on the Property in accordance with the site plans and architectural drawings prepared by Piekarz Associates P.C., dated February 1, 2004, which have been approved by D.P.D. and which are listed on (Sub)Exhibit D attached hereto and incorporated herein by reference ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of D.P.D.. The City acknowledges and agrees that the Drawings comply with the Redevelopment Plan. In the event the Developer submits, and D.P.D. approves, revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon D.P.D.'s written approval of the same.

B. Relocation Of Utilities, Curb Cuts And Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

C. Inspection By The City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades And Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Project as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting,

nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed.

E. Survival. The provisions of this Section 6 shall survive the Closing.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits or any other City department; nor does the approval by D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. D.P.D.'s approval shall be for the benefit of the Developer and any lienholder authorized by this Agreement only.

Section 8.

Commencement And Completion Of The Project.

The Closing shall not occur unless and until the Developer is prepared to immediately commence construction of the Project. The construction of the Project shall be commenced no later than December 1, 2004, and, except as otherwise provided in this Agreement, Final Completion (as hereinafter defined) shall occur no later than October 1, 2006. As used herein, the term "Final Completion" shall mean the completion of the Project as evidenced by the issuance of the last certificate of occupancy for the buildings comprising the Project. D.P.D. shall have discretion to extend the construction commencement date and the date of Final Completion by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of the Project. The Project shall be constructed in accordance with the Drawings and all applicable laws, regulations and codes.

Section 9.

Certificate Of Completion.

The Developer shall, upon Final Completion, request from the City a certificate of completion ("Certificate of Completion"), which shall evidence termination of the

covenants in this Agreement and the Deed with respect to the obligations of the Developer to complete the Project; provided, however, the covenants in this Agreement and the Deed with respect to the physical construction of any building in the Project shall terminate without further action or notice upon the City's issuance of a certificate of occupancy for such building. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with the surviving covenants of this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance with the surviving covenants, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form.

Section 10.

Restrictions On Use.

The Developer agrees that it:

A. Shall devote the Property to a use which complies with the Redevelopment Plan until the Redevelopment Plan expires on _____, 2022. The City hereby acknowledges and agrees that the Project complies with the Redevelopment Plan.

B. Shall not unlawfully discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap, in the sale, lease, rental, use or occupancy of the Project.

C. Shall comply with the affordability requirements set forth in the Regulatory Agreement of even date herewith between the Developer and the City (the "Tax Credit Regulatory Agreement"), which shall expire thirty (30) years from the date specified therein.

The Developer acknowledges and agrees that the use and affordability restrictions set forth in this Section 10 constitute material, bargained-for consideration for the City and are intended to further the public policy of creating long-term affordable

housing, and that, but for such restrictions, the City would not have agreed to convey the City Parcels to the Developer.

Section 11.

Prohibition Against Transfer Of Property.

Prior to Final Completion, the Developer may not, without the prior written consent of D.P.D.: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement; provided, however, the foregoing prohibition shall not apply to the documents listed on (Sub)Exhibit E attached hereto (each, a "Permitted Encumbrance" and together, the "Permitted Encumbrances") nor any transfer that is in compliance with the Tax Credit Regulatory Agreement, the C.H.A. Loan Documents (as hereinafter defined), any Regulatory and Operating Agreement now or hereafter executed between the Developer and the Chicago Housing Authority with respect to the Property, the Project, or any part thereof (the "R.O.A."), and the Declaration of Restrictive Covenants executed by Developer in favor of the United States Department of Housing and Urban Development (the "Declaration"). As used in this Agreement, the term "C.H.A. Loan Documents" shall mean loan instruments between the Developer and the Chicago Housing Authority set forth as Permitted Encumbrances on (Sub)Exhibit E, and any and all promissory notes, mortgages, assignments, or other instruments now or hereafter evidencing or securing loans from the Chicago Housing Authority related to the Project, and any and all extensions, restatements, consolidations or renewals thereof. If the Developer is a business entity, no principal party of the Developer, excluding limited partners (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer to anyone other than to another principal party of the Developer prior to Final Completion without the prior written consent of the City. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

Section 12.

Limitation Upon Encumbrance Of Property.

Prior to Final Completion, the Developer shall not, without D.P.D.'s prior written consent, engage in any financing or other transaction which creates an

encumbrance or lien on the Property, except for the Permitted Encumbrances and any transfer that is in compliance with the Tax Credit Regulatory Agreement, the C.H.A. Loan Documents, the R.O.A., or the Declaration.

Section 13.

Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage listed on (Sub)Exhibit E attached hereto ("Permitted Mortgagee") shall not itself be obligated to construct or complete the Project, but shall be bound by the covenants running with the land as follows:

A. If the C.H.A. (as hereinafter defined) succeeds to the Developer's interest in the Property or any portion thereof prior to issuance of a Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, only the restrictions in Sections 10.A. and 10.C. of this Agreement shall be binding. As used in this Section 13.A., the term "C.H.A." shall mean either (i) the Receiver (as hereinafter defined) or its nominee when the subject matter concerns authority vested in the Receiver by the Receivership Orders (as hereinafter defined), or (ii) the Chicago Housing Authority or its nominee when the subject matter concerns authority not vested in the Receiver under the Receivership Orders. As used herein, the term "Receiver" shall mean Daniel E. Levin and The Habitat Company L.L.C., not personally, but as receiver for the development of new, non-elderly public housing in the City of Chicago pursuant to the orders of the United States District Court for the Northern District of Illinois in *Gautreaux vs. C.H.A.*, et al., Numbers 66 C 1459 and 1460 ("Receivership Orders"), in their respective capacities.

B. If any Permitted Mortgagee (other than the C.H.A.) or such Permitted Mortgagee's nominee succeeds to the Developer's interest in the Property or any portion thereof as aforesaid, such Permitted Mortgagee or such Permitted Mortgagee's nominee shall be bound by the restrictions in Sections 10, 11 and 12, and, at Closing, shall execute a subordination agreement to such effect. Notwithstanding the foregoing, in the event a Permitted Mortgagee forecloses its mortgage and elects to terminate the affordability requirements contained in the Tax Credit Regulatory Agreement pursuant to the terms and provisions of the Tax Credit Regulatory Agreement, the Permitted Mortgagee shall not be bound by any of the affordability requirements of the Tax Credit Regulatory Agreement other

than those that expressly survive termination of the affordability requirements pursuant to the Tax Credit Regulatory Agreement (the "Surviving Affordability Restrictions").

Notwithstanding the above, if any Permitted Mortgagee or its nominee thereafter transfers its interest in the Property or any portion thereof to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 14; provided, however, in the event a Permitted Mortgagee shall have terminated the affordability requirements under the Tax Credit Regulatory Agreement pursuant to the terms and conditions of the Tax Credit Regulatory Agreement, any subsequent transferee shall not be bound by the affordability requirements set forth in the Tax Credit Regulatory Agreement other than any Surviving Affordability Restrictions, to the extent that such requirements remain in force pursuant to the terms of the Tax Credit Regulatory Agreement as of the date of the transfer.

Section 14.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the Property, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 10.B., 11 and 12 shall terminate with respect to any individual building upon the issuance of a certificate of occupancy for such building. The covenants provided in Section 19 shall terminate upon the issuance of the Certificate of Completion. The covenants in Sections 10.A. and 10.C. shall terminate on the dates specified therein.

Section 15.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding anything to the contrary contained herein, no notice or cure period shall apply to defaults under subsections 15.D.(vi), (ix) and (x). Any default under Sections 15.D.(vi), (ix) and (x) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement and exercise such other remedies at law and at equity as may be available to recover the City's land write-down subsidy and attain the City's affordable housing objectives.

D. Event Of Default. The occurrence of any one (1) or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this Agreement; or
- (ii) the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct in any material respect; or
- (iii) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing; or

- (iv) the Developer abandons or substantially suspends construction of the Project; or
- (v) the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property with respect to which the Developer has not furnished or caused to be furnished a bond or title indemnity within sixty (60) days of the date of written notice of the recording of such lien; or
- (vi) the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement;
- (vii) there is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Project; or
- (viii) the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
- (ix) the Developer fails to close by the Outside Closing Date; or
- (x) the occurrence of an Event of Default under the C.H.A. Loan Documents or the Tax Credit Regulatory Agreement.

E. Prior To Closing. If an Event of Default occurs prior to the Closing, and the default is not cured by the Developer pursuant to Section 15.C. (if permitted), the Developer may terminate this Agreement.

F. After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured by the Developer pursuant to Section 15.C. (if permitted), the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the City Parcels, terminate the estate conveyed to the Developer and revert title to the City Parcels in the City (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid or limit in any way: (i) the lien, security interests, or assignments under the C.H.A. Loan Documents; (ii) the lien of any other mortgages set forth as Permitted Encumbrances on (Sub)Exhibit E attached hereto; or (iii) the covenants and restrictions under any other Permitted Encumbrance listed on (Sub)Exhibit E attached hereto. Notwithstanding the above, the City may not exercise its Right of Reverter with respect to any building for which the City has issued a certificate of occupancy.

G. Enforcement Of City's Right Of Reverter. Notwithstanding anything contained in this Agreement, the City hereby agrees and represents that on and after the date that the C.H.A. Loan Documents are recorded, the City will not take any steps or any legal or equitable action to enforce any Right of Reverter that it may have with respect to the City Parcels nor amend this Agreement unless and until it has received written permission from the Chicago Housing Authority to take such steps or actions, which permission the Chicago Housing Authority may withhold in its sole and absolute discretion and which it shall withhold if granting such permission would violate any covenant or agreement by which it is bound. For purposes of this Section 15.G., the parties agree that the Chicago Housing Authority shall be deemed a third party beneficiary of this Agreement.

H. Resale Of The City Parcels. Upon the revesting in the City of title to the City Parcels or any portion thereof as provided in Section 15.F., the City shall employ its best efforts to convey such land (subject to the mortgage liens set forth as Permitted Encumbrances on (Sub)Exhibit E) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City; provided, however, the City shall not convey such land unless and until it has received written permission from the Chicago Housing Authority and, if public housing units are involved, the United States Department of Housing and Urban Development.

I. Disposition Of Resale Proceeds. If the City sells the City Parcels or any portion thereof as provided for in Section 15.H., the proceeds from the sale, after payment of all amounts owed under the C.H.A. Loan Documents and any other mortgage liens set forth as Permitted Encumbrances on (Sub)Exhibit E in order of lien priority, shall be utilized to reimburse the City for:

- (i) costs and expenses incurred by the City in connection with the recapture, management and resale of the City Parcels, including, without limitation, salaries of personnel (less any income derived by the City from the City Parcels in connection with such management); and
- (ii) all unpaid taxes, assessments and water and sewer charges assessed against the City Parcels; and
- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

- (v) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the City Parcels.

J. Waiver And Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

Section 16.

Conflict Of Interest; City's Representatives Not Individually Liable.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

Section 17.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or

material suppliers in connection with the construction of the Project; (c) any material misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

Section 18.

Environmental Matters.

A. The City makes no covenant, representation or warranty as to the environmental condition of the City Parcels or the suitability of the City Parcels for any purpose whatsoever, and the Developer agrees to accept the City Parcels in their "as is" condition.

B. If, after the Closing, the environmental condition of the City Parcels is not in all respects entirely suitable for their intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the City Parcels in a condition which is suitable for their intended use. The Developer hereby waives and releases the City from, and indemnifies the City against, any claims and liabilities relating to or arising from the environmental condition of the City Parcels, including, without limitation, claims and liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("C.E.R.C.L.A."), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the City Parcels prior to the Closing, including, without limitation, liabilities arising under C.E.R.C.L.A.

C. The Developer hereby acknowledges that, in purchasing the City Parcels, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer acknowledges that the City has delivered to the Developer a copy of the environmental reports listed on (Sub)Exhibit F attached hereto (the "Environmental Reports"). The Developer acknowledges that the City does not make any representation or warranty of whatever nature regarding the truth, accuracy, validity, completeness, usefulness, suitability or any other aspect of the Environmental Reports, and the City expressly disclaims any such

representation and warranty. The Developer relies on any Environmental Reports at the Developer's sole risk.

D. The provisions of this Section 18 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

Section 19.

Developer's Employment Obligations.

A. **Employment Opportunity.** The Developer agrees and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Project or occupation of the Property:

(i) Neither the Developer nor any Employer shall unlawfully discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, including public housing residents, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.

(iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(iv) The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the

Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

“Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personnel documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing (“D.O.H.”) in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the company hired the employee should be written in after the employee’s name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.O.H., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of D.O.H., the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee’s actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. If such noncompliance is not remedied in accordance with the breach and cure

provisions of Section 15.C., the parties agree that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement, provided that payment of such damages is subordinated to the payment of the C.H.A. Loans. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Project.

C. Developer's M.B.E./W.B.E. Commitment. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project:

(i) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., of the Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of construction of the Project, at least twenty-five percent (25%) of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least five percent (5%) of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(ii) For purposes of this Section 19.C. only, the Developer (and any party to whom a contract is let by the Developer pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant to this Agreement) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or

W.B.E. shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

(iii) Consistent with Section 2-92-440 of the Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved by the Developer utilizing a M.B.E. or a W.B.E. as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the Project from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C.

(iv) The Developer shall deliver monthly reports to D.O.H. describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment.. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or a Contractor to work on the Project and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the construction, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.O.H. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. Such other information may include the M.B.E./W.B.E. Utilization Plan, subcontractor's activity report, contractor's certification concerning labor standards and prevailing wage requirements, contractor's letter of understanding, monthly utilization report, authorization for payroll agent, certified payroll, and evidence that M.B.E./W.B.E. contractor associations have been informed of the project via written notice and meetings. D.O.H. shall have access to the Developer's books and records, including, without limitation, the general contract, payroll records and tax returns, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation. A specific status report shall be provided to D.O.H. when twenty-five percent (25%) of hard construction costs have been incurred.

(v) The City shall have the right to terminate this Agreement prior to Closing upon the disqualification of any M.B.E. or W.B.E. contractor, if the contractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and the contractor or the Developer misrepresented such status. In addition, the City shall have the right to terminate this Agreement prior to Closing upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer and the contractor or the Developer misrepresented such status. If the City determines that the Developer was not involved in any

misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier and, if possible, identify a qualified M.B.E. or W.B.E. as a replacement. Failure by the Developer to diligently pursue such course of action will result in the City's option to unilaterally terminate this Agreement. For purposes of this subparagraph (v), the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

(vi) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C. shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to the commencement of construction of the Project, the Developer shall meet with the monitoring staff of D.O.H. regarding the Developer's compliance with its employment obligations, the sufficiency of which D.O.H. must approve as a precondition to allowing the Developer to commence construction of the Project. During the construction of the Project, the Developer shall submit documentation (as required in Sections 19.A. and 19.C.) to the monitoring staff of D.O.H.. The Developer's failure to submit such documentation on a timely basis, or to comply with its employment obligations (as determined by D.O.H. upon analysis of the documentation), shall constitute a default hereunder. In such event, in addition to any remedies described in this Section 19, the City may: (i) issue a written demand to the Developer to halt construction of the Project; (ii) withhold certain pertinent sums from payment to the Developer or the general contractor, if applicable; or (iii) seek any other remedies against the Developer available at law or in equity.

E. May 26, 2004 Ordinance. In the event of a conflict between Section 19.A. through Section 19.D. and the M.B.E./W.B.E. ordinance passed by the City Council of the City on May 26, 2004, as determined by the Corporation Counsel of the City, the provisions of such ordinance shall control and this Section 19 shall be construed accordingly.

Section 20.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

*Section 21.**Headings.*

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

*Section 22.**Entire Agreement.*

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

*Section 23.**Severability.*

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

*Section 24.**Notices.*

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

City of Chicago
Department of Planning
and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street, Suite 1610
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer:

East Lake/West End I-B, L.P.,
in care of East Lake Management &
Development Corp.
2850 South Michigan Avenue
Chicago, Illinois 60616
Attention: Eden Hurd

with copies to:

Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60666
Attention: Chief Executive Officer

Daniel E. Levin and the Habitat
Company, L.L.C.
350 West Hubbard Street
Chicago, Illinois 60610
Attention: Lawrence Grisham

LaSalle Bank National Association
135 South LaSalle Street, Suite 960
Chicago, Illinois 60603
Attention: Denalda Guice Gay

Chicago Equity Fund 2003 L.L.C.,
in care of Chicago Equity Fund, Inc.
1 East Superior Street, Suite 604
Chicago, Illinois 60611
Attention: President

Chicago Equity Fund 2004 L.L.C.,
in care of Chicago Equity Fund, Inc.
1 East Superior Street, Suite 604
Chicago, Illinois 60611
Attention: President

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. Central Standard Time on a business day. If such dispatch occurred after 5:00 P.M. Central Standard Time on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25.

Organization And Authority.

The Developer represents and warrants that it is a duly organized and validly existing limited partnership under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

Section 26.

Successors And Assigns.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

Section 27.

Recordation Of Agreement.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. Developer shall pay the recording fees.

Section 28.

Governing Law.

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

Section 29.

Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

Section 30.

Exhibits.

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

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

9/1/2004

REPORTS OF COMMITTEES

30075

City of Chicago,
an Illinois municipal corporation

By: _____
Denise M. Casalino,
Commissioner of Planning
and Development

East Lake/West End I-B, L.P., an Illinois
limited partnership

By: East Lake/West End, L.L.C., an
Illinois limited liability company,
its general partner

By: East Lake Management &
Development Corp., an Illinois
corporation, its sole member

By: _____
Elzie L. Higginbottom,
Chairman and Chief Executive Officer

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the
State aforesaid, do hereby certify that Denise M. Casalino, personally known to me
to be the Commissioner of Planning and Development of the City of Chicago, an
Illinois municipal corporation, and personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day
in person and, being first duly sworn by me, acknowledged that, as the

Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2004.

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Elzie L. Higginbottom, personally known to me to be the Chairman and Chief Executive Officer of East Lake Management & Development Corp., an Illinois corporation, the sole member of East Lake/West End, L.L.C., an Illinois limited liability company, the general partner of East Lake/West End I-B, L.P., an Illinois limited partnership, 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 Chairman and Chief Executive Officer, he signed and delivered the foregoing instrument as the free and voluntary act and deed of East Lake Management & Development Corp., East Lake/West End, L.L.C. and East Lake/West End I-B, L.P., for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2004.

Notary Public

[(Sub)Exhibits "B", "C", "D", "E" and "F" referred to in
this Agreement with East Lake/West End I-B, L.P.
for the Sale and Redevelopment of Land
unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Agreement with East Lake/West End I-B,
L.P. for the Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "A".
(To Agreement With East Lake/West End I-B, L.P.
For Sale And Redevelopment Of Land)

Legal Description Of City Parcels.

315 South Artesian Avenue, Chicago, Illinois

Permanent Index Number: 16-13-222-001.

[Legal Description To Come]

327 South Artesian Avenue, Chicago, Illinois

Permanent Index Number: 16-13-221-027.

[Legal Description To Come]

2449 -- 2451 West Adams Street, Chicago, Illinois [except out for-sale land]

Permanent Index Number: 16-13-215-004.

[Legal Description To Come]

2667 West Madison Street, Chicago, Illinois

Permanent Index Number: 16-13-201-002.

[Legal Description To Come]

Exhibit "C".
(To Ordinance)

Fee And Other Waivers.

Department Of Construction And Permits.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago.

Department Of Water Management.

Tap Fees.

Cut and Seal Fees.

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

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Other.

Letter of credit security requirement for landscaping fees relating to City installations (including, but not limited to curbs, walks, parkway landscaping and street and alley lighting), except as provided to the contrary in the Redevelopment Agreement.

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES AT VARIOUS
LOCATIONS TO AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH HISPANIC
HOUSING DEVELOPMENT CORPORATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a substitute ordinance by the Department of Planning and Development authorizing the sale of city-owned property, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on March 10, 1999 and published at pages 90909

through 90926 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan (the "Redevelopment Plan") for the Greater Humboldt Park Redevelopment Area (the "Redevelopment Area") was approved pursuant to Chapter 2-124-010 of the Municipal Code of the City, which Redevelopment Plan was subsequently amended pursuant to an ordinance adopted by the City Council of the City on November 3, 1999 and published at pages 13967 through 13979 in the *Journal* of such date; and

WHEREAS, The objectives of the Redevelopment Plan included, among other things, acquiring deteriorated structures for redevelopment, encouraging the maintenance, restoration and reuse of existing structures, and providing for mixed-income residential development and rehabilitation; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on June 27, 2001 and published at pages 62056 through 62192 in the *Journal* of such date, a certain redevelopment plan and project (the "T.I.F. Plan") for the Humboldt Park Commercial Redevelopment Project Area (the "T.I.F. Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 27, 2001 and published at pages 62193 through 62204 in the *Journal* of such date, the T.I.F. Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 27, 2001 and published at pages 62205 through 62215 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain T.I.F. Area redevelopment project costs (as defined in the Act) incurred pursuant to the T.I.F. Plan; and

WHEREAS, The goals of the T.I.F. Plan include, among other things, promoting rehabilitation of existing structures and promoting affordable and mixed-income rental and for-sale residential development; and

WHEREAS, Pursuant to the Redevelopment Plan, the City is authorized to acquire certain designated parcels in the Redevelopment Area, either through negotiated sale or through institution and prosecution of eminent domain proceedings, in order to carry out the objectives of the Plan, which acquisition authority is consistent with the T.I.F. Plan; and

WHEREAS, The City intends to acquire the two (2) properties commonly known as 2656 West North Avenue and 2634 West North Avenue, which are legally described on (Sub)Exhibit B-1 and (Sub)Exhibit B-2, respectively (such parcels, the "Acquisition Parcels"), to the Agreement for the Sale and Redevelopment of Land

attached to this ordinance as Exhibit A (the "Redevelopment Agreement"). which Acquisition Parcels are located in the Redevelopment Area and the T.I.F. Area and for which acquisition authority is granted in the Redevelopment Plan; and

WHEREAS, The City intends to acquire fee simple title to the Acquisition Parcels through negotiated sale agreements or, if such sale agreements cannot be negotiated, through institution and prosecution of eminent domain proceedings; and

WHEREAS, Hispanic Housing Development Corporation ("Developer") has offered to reimburse the City for the cost of acquiring the Acquisition Parcels, which the City is thereafter to convey to the Developer for inclusion in an approximately one hundred (100) unit residential development which will include the construction of approximately forty (40) "for sale" condominium units and approximately sixty (60) rental units to be occupied by households having a household income at or less than sixty percent (60%) of the metropolitan Chicago area median income determined from time to time by the United States Department of Housing and Urban Development and including household members age fifty-five (55) years old or older (collectively, "Project"); and

WHEREAS, The Project is consistent with the purposes and objectives of the Redevelopment Plan and the T.I.F. Plan; and

WHEREAS, Pursuant to Resolution 04-CDC-43 adopted by the Community Development Commission of the City of Chicago (the "Commission") on June 8, 2004, the Commission published notice pursuant to Section 5/11-74.4-4(c) of the Act of the City's intention, acting through the Department of Planning and Development ("D.P.D."), to convey the parcels to the Developer for redevelopment and to request alternative proposals for redevelopment of the Property; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property within thirty (30) days after such publication, pursuant to Resolution 04-CDC-43, the Commission has recommended that the Property be conveyed to the Developer for redevelopment for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

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

SECTION 3. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. Upon acquisition of such properties, the City is hereby authorized to sell and convey to the Developer the Acquisition Parcels listed on (Sub)Exhibit B-1 and (Sub)Exhibit B-2 of the Redevelopment Agreement in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, the parcels listed on (Sub)Exhibit B-1 and (Sub)Exhibit B-2 to the Redevelopment Agreement for the consideration described therein and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

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

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

SECTION 8. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Agreement For The Sale

And

Redevelopment Of Land.

This Agreement for the Sale and Redevelopment of Land ("Agreement") is made on or as of the ____ day of _____, 2004, by and between the City of Chicago, an Illinois municipal corporation, acting by and through its Department of Planning and Development ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Hispanic Housing Development Corporation, an Illinois corporation ("Purchaser") located at 205 W. Wacker Drive, Suite 2300, Chicago, Illinois 60606.

Recitals.

Whereas, pursuant to an ordinance adopted by the City Council (the "City Council") of the City on March 10, 1999 and published in the Journal of Proceedings of the City Council of such date at pages 90909 through 90926, the City Council approved the Greater Humboldt Park Redevelopment Area Redevelopment Plan (as amended, the "Plan") for the Greater Humboldt Park Redevelopment Area (the "Area"); and

Whereas, the objectives of the Plan included, among other things, acquiring deteriorated structures for redevelopment, encouraging the maintenance, restoration and reuse of existing structures, and providing for mixed-income residential development and rehabilitation; and

Whereas, pursuant to an ordinance adopted by the City Council on November 3, 1999 and published in the Journal Proceedings of the City Council of such date at pages 13967 through 13979, the Plan was amended by Amendment Number 1 to the Greater Humboldt Park Redevelopment Area Redevelopment Plan to include certain acquisition parcels within the Area; and

Whereas, pursuant to an ordinance adopted by the City Council on June 27, 2001 and published in the Journal of Proceedings for the City Council of such date at pages 62056 through 62215, the City Council adopted three ordinances approving the Tax Increment Redevelopment Plan For The Humboldt Park Commercial Redevelopment Project Area (the "TIF Plan"), designating the Humboldt Park Commercial Redevelopment Project Area as a redevelopment project area (the "TIF Area"), and adopting tax increment financing for such TIF Area, all pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

Whereas, the goals of the TIF Plan include, among other things, promoting rehabilitation of existing structures and promoting affordable and mixed-income rental and for-sale residential development; and

Whereas, the Purchaser proposes to construct an approximately 100-unit residential development which is consistent with the objectives of the Plan and the goals of the TIF Plan; and

Whereas, the 100-unit residential development includes the construction of approximately 40 "for sale" condominium units; and

Whereas, the 100-unit residential development includes approximately 60 rental units to be occupied by households having a household income at or less than 60% of the metropolitan Chicago area median income ("AMI") determined from time to time by the United States Department of Housing and Urban Development ("HUD") and including household members age 55 years old or older (such units, the "Affordable Senior Units") (collectively, "Project"); and

Whereas, the Purchaser has previously acquired the parcels legally described on Exhibits A-1 and A-2 for the Project, but in order to develop the Project, must also acquire the two properties legally described on Exhibit B-1 (commonly known as 2656 W. North Avenue, Chicago, Illinois and currently improved with a four story structure) (the "For Sale Acquisition Parcel") and on Exhibit B-2 (commonly known as 2634 W. North Avenue and currently improved with a two story structure) (the "Rental Acquisition Parcel") (each such acquisition parcel, an "Acquisition Parcel," and, collectively, the "Acquisition Parcels") which are located within the Area and the TIF Area and which two parcels have been designated as acquisition parcels in the Plan; and

Whereas, the City intends to acquire fee simple title to the Acquisition Parcels through negotiated purchase agreements or, if such purchase agreements cannot be negotiated, through eminent domain proceedings; and

Whereas, by ordinance adopted on September __, 2004, the City Council authorized the sale of the Acquisition Parcels to the Purchaser, upon acquisition by the City, for redevelopment in accordance with, and subject to the terms and conditions of this Agreement;

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Incorporation Of Recitals.

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

Section 2. Sale And Purchase Price.

Subject to all of the terms, covenants and conditions of this Agreement and upon the City's acquisition of good title, the City agrees to sell the Acquisition Parcels to the Purchaser and the Purchaser agrees to purchase the Acquisition Parcels from the City for an amount equal to the actual acquisition costs incurred by the City for the Acquisition Parcels as defined in Section 3 hereof ("Acquisition Costs"), said amount to be paid or deposited into escrow at the Pre-Closing, as defined in Section 4.G below.

Section 3. Acquisition Costs/Letter Of Credit.

A. Acquisition Costs. The Purchaser hereby agrees to pay (i) all those amounts constituting the purchase price of the Acquisition Parcels and any associated closing costs of the City, as set forth in any negotiated sale contract between the City and the owners of the Acquisition Parcels (each, a "Purchase Agreement"); (ii) all those amounts determined to be just compensation pursuant to any judgment orders entered in any eminent domain proceedings instituted to acquire the Acquisition Parcels ("Judgment Order(s)"), including interest as established by statute, court order or jury verdict, court costs, and trial expenses; (iii) reasonable attorneys fees for outside counsel retained by the City in its reasonable judgment to effect the acquisitions contemplated by this Agreement (whether through negotiated sale or eminent domain proceedings) and costs incurred on behalf of the City associated with the acquisition of the Acquisition Parcels as determined by the City; (iv) costs of any environmental studies or tests undertaken on Acquisition Parcels (whether undertaken by the City or as requested by the Purchaser; (v) cost of any title commitments and title policies, any survey(s) and any appraisal reports and fees for any appraisers for the Acquisition Parcels; (vi) costs of any statutory abandonment costs including court awarded attorneys' fees for owner's counsel resulting from the abandonment of any eminent domain proceedings filed by the City to acquire the Acquisition Parcels pursuant to the Purchaser's option not to purchase an Acquisition Parcel as permitted in Sections 4.C and 4.D below or as a result of any default under this Agreement by the Purchaser; and (vii) any relocation costs incurred by the City in relocating existing tenants or occupants of the Acquisition Parcels or otherwise payable to such tenants or occupants ((i) through (vii) individually and in aggregate, the "Acquisition Costs"). If the Purchaser and the City proceed to a Pre-Closing on any Acquisition Parcel, the City shall use reasonable efforts to deliver to the Purchaser a statement of all Acquisition Costs owed by the Purchaser as to such Parcel within ten (10) days prior to such Pre-Closing.

B. Letter of Credit. To ensure the Purchaser's obligation to pay for Acquisition Costs, the Purchaser shall furnish to the City an unconditional irrevocable letter of credit ("Letter of Credit"), in form and substance satisfactory to the City, in the sum of 130% of the compensation offered to the fee owners of the Acquisition Parcels in the City's offer to the owners of the Acquisition Parcels ("Offer Letters"). The Letter of Credit shall provide that the surety shall neither cancel nor fail to renew such Letter of Credit without thirty (30) days' prior written notice to the City. If any such notice is given, Purchaser shall provide a replacement Letter of Credit no later than fifteen (15) days prior to the expiration date of the expiring Letter of Credit. If Purchaser does not do so, the City shall be entitled to draw upon the expiring Letter of Credit to pay any incurred,

contractually committed and reasonably foreseeable Acquisition Costs. The Purchaser shall provide the Letter of Credit within fifteen (15) days of the latter to occur of (i) the full execution of this Agreement or (ii) upon receipt by the Purchaser of a notice by the City containing a summary of the Preapproved Price for the Acquisition Parcels as defined in Section 4.F below and a schedule for the mailing of the Offer Letters.

The City may draw on the Letter of Credit to pay Acquisition Costs for each of the Acquisition Parcels (which Letter of Credit shall be written to permit such partial draws) in the event that the Purchaser fails to pay the City the Acquisition Costs and/or abandonment costs at the Pre-Closing, as defined in Section 4.G below, or when otherwise due and payable. Upon payment of Acquisition Costs by the Purchaser at the Pre-Closing (as hereinafter defined), or the election by the Purchaser not to proceed to acquire any one or more of such Parcels as set forth in Section 4.F hereof (and after payment of any Acquisition Costs), the Letter of Credit may be reduced to equal 130% of the amount of the outstanding Offer Letter for the remaining Acquisition Parcel. Upon the acquisition by the Purchaser of the last Acquisition Parcel or Purchaser's election not to proceed to acquire such Acquisition Parcel (and after payment of any Acquisition Costs) the Letter of Credit or any excess funds from such Letter of Credit not utilized for the payment of Acquisition Costs shall be returned to the Purchaser.

Section 4. Conveyance Of Acquisition Parcels.

A. Form of Deed. The City shall convey to the Purchaser title to the Acquisition Parcels by Quitclaim Deed(s) ("Deed(s)") in one or more Closings, as determined by the City. The conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

1. General real estate taxes and any special assessments or other taxes.
2. Easements, encroachments, covenants and restrictions of record and not shown of record.
3. Such other title defects as may exist.
4. The Plan for the Area and the TIF Plan for the TIF Area.

B. Title commitment and Insurance.

1. Prior to the Closing. Prior to the City's mailing of the offer letters, the Purchaser, at the Purchaser's expense, shall obtain and provide the City with a copy of a title commitment issued by Chicago Title Insurance Company ("Title Company") for the Acquisition Parcels. Upon receipt of such title commitment, the Purchaser shall provide written notice to the City listing any title defects that the Purchaser deems unpermitted exceptions and that the Purchaser reasonably believes can be cured in a timely and economically manner by the owner. The City, in negotiating

the applicable Purchase Agreement, shall seek to include a provision obligating the owner to cure such unpermitted exceptions. If the Owner will not agree to such a provision, then the City shall notify the Purchaser and either the City or the Purchaser may terminate such Purchase Agreement. If neither the City nor the Purchaser terminates this Agreement, the unpermitted exceptions shall be deemed permitted exceptions for purposes of this Agreement and the parties shall proceed to the Pre-Closing and Closing. The Purchaser shall be responsible for obtaining any utility letters or other documentation needed to obtain extended title insurance coverage.

2. At the Closing. At the Closing, the Purchaser shall, at Purchaser's expense obtain, any title insurance or endorsements it deems necessary.

C. Survey. The City, in negotiating a Purchase Agreement, shall seek to include a provision obligating the owner to provide, at the owner's expense, an ALTA survey for the Acquisition Parcel. If the acquisition proceeds through the filing of eminent domain proceedings, the City shall file a motion requesting access to the Acquisition Parcel for the purpose of preparing such a survey. If the owner does not agree to provide a survey and the Purchaser is otherwise unable to obtain one, or if the City's motion requesting access to the Acquisition Parcel is denied, or if a survey is prepared and Purchaser determines that the survey(s) show defects, easements and/or encroachments that will materially adversely affect the Purchaser's ability to develop the applicable Acquisition Parcel for its intended purpose, then either the City or the Purchaser may terminate the Agreement as to the applicable Acquisition Parcel. The Purchaser shall have fifteen (15) days from the date that it receives notice of the owner's refusal, or the denial of the City's motion, or receipt of a survey showing objectionable matters, to notify the City as to whether it desires to exercise such termination right. If such termination right is not exercised, then any survey requirement shall be deemed waived or objectionable matters deemed acceptable for purposes of this Agreement (as applicable), and the parties shall proceed to the Pre-Closing and Closing. It shall be the Purchaser's responsibility to obtain Board of Underground Letters in connection with the preparation of any such survey. The survey shall be certified to the City, the Purchaser and the title company and be made available to the Purchaser for review on a timely basis.

D. Environmental Testing. The City, in negotiating a Purchase Agreement, shall seek to include a provision obligating the owner to provide, at the owner's expense, a Phase I environmental report prepared in accordance with current ASTM/ACSM standards for the applicable Acquisition Parcel. If the acquisition proceeds through the filing of eminent domain proceedings, the City shall file a motion requesting access to the Acquisition Parcel for the purpose of preparing such a Phase I environmental report (and, if necessary, conducting Phase II testing). If the owner does not agree to provide a Phase I environmental report, or if the City's motion requesting access to the Acquisition Parcels is denied, or if a Phase I environmental report is prepared and Purchaser determines that the report shows environmental conditions that will materially adversely affect the Purchaser's ability to develop the applicable Acquisition Parcel for its intended purpose, then either the City or the Purchaser may terminate the Agreement as to the applicable Acquisition Parcel. The Purchaser shall have fifteen (15) days from the date that it receives notice of the owner's refusal, or the denial of the City's motion, or receipt of a Phase I environmental report showing objectionable conditions, to notify the City as to whether it desires the City to exercise such termination right. If

such termination right is not exercised, then any Phase I environmental report requirement shall be deemed waived or such objectionable conditions deemed acceptable for purposes of this Agreement (as applicable), and the parties shall proceed to the Pre-Closing and Closing.

E. Due Diligence Period. The City, in negotiating a Purchase Agreement, shall seek to include a "free look" due diligence period of at least 45 days for purposes of allowing the City and Purchaser to obtain and review the title, survey and environmental due diligence materials described above, and for Purchaser to exercise its termination rights as set forth above prior to the expiration of such due diligence period.

F. Notice of Closing. The City shall give notice to the Purchaser (an "Acquisition Notice") upon the execution of a Purchase Agreement or the entry of any Judgment Order for an Acquisition Parcel within fifteen (15) days of such execution or entry. If the amount to be paid to an owner of an Acquisition Parcel under a Purchase Agreement or Judgment Order equals or is less than 130% of the amount in the offer letter to said owner (such 130% amount, the "Preapproved Price"), the parties shall proceed to the Pre-Closing and Closing, unless, in the case of a negotiated sale, the Purchaser or City thereafter terminates this Agreement pursuant to a termination right granted under this Agreement. If the amount payable under the Purchase Agreement exceeds such Preapproved Price, the Purchaser shall have ten (10) days from the receipt of the Acquisition Notice to notify the City whether to proceed with the acquisition or to terminate such acquisition efforts as to such Acquisition Parcel. If the Purchaser elects to terminate such acquisition efforts, the Purchaser shall pay all Acquisition Costs incurred to date and the City shall terminate such acquisition efforts. If the amount payable pursuant to a Judgment Order exceeds such Preapproved price, the Purchaser shall have ten (10) days from receipt of the Judgment Order to notify the City whether to proceed with the depositing of funds pursuant to such Judgment Order or to move for a vacation of such Judgment Order. If Purchaser elects to move to vacate such Judgment Order, Purchaser shall pay all statutory and abandonment costs and other Acquisition Costs. If Purchaser does not exercise the termination and vacation rights granted in this Section 4.F, Purchaser shall timely provide the City with additional security satisfactory to the City, whether through an increase in the Letter of Credit amount or through the escrowing of funds, of its ability to pay all Acquisition Costs at the Pre-Closing. The election by the Purchaser not to pursue the purchase of an Acquisition Parcel (i) where the amount to be paid exceeds the Preapproved Price, or (ii) pursuant to the Purchaser's title, survey and environmental approval rights under Sections 4.B, 4.C and 4.D shall not constitute a default under the terms of this Agreement. If the Purchaser elects not to purchase an Acquisition Parcel for a reason described in clause (i) or clause (ii) in the preceding sentence, this Agreement shall automatically terminate as to the Acquisition Parcel not purchased upon the payment by the Purchaser of Acquisition Costs attributable to the Acquisition Parcel. In addition, the City, in its sole discretion, may then elect to also terminate this Agreement as to the other Acquisition Parcel, unless the Closing for such Acquisition Parcel has already occurred. If the Acquisition Parcel is being acquired through a Purchase Agreement, the Purchaser must proceed to the Pre-Closing and the Closing on said Acquisition Parcel unless the Purchaser terminates this Agreement for a reason described in clause (i) or clause (ii), or, due to Purchaser's exercise of its termination rights with respect to the other Acquisition Parcel, the City elects to terminate this Agreement, as provided for under the preceding sentence.

G. The Pre-Closing and the Closing. To close acquisitions consummated through negotiated sales or Judgment Orders, the City and the Purchaser shall attend a pre-closing ("Pre-Closing") at the offices of Chicago Title & Trust (the "Escrowee"). At the Pre-Closing, the parties shall enter into an escrow agreement in a mutually agreeable form providing for, among other things, the following deposits (unless the City agrees to accept such deposits outside of such escrow):

1. Purchaser Deposits:

- i. Funds in the amount of the Acquisition Costs (unless the Purchaser directs the City to draw on the Letter of Credit to fund such amount);
- ii. a copy of Purchaser's articles of incorporation certified by the Secretary of State;
- iii. a copy of Purchaser's bylaws;
- iv. a certificate of Good Standing;
- v. resolutions or consents authorizing the Purchaser's acquisition and payment of the Acquisition Costs;
- vi. evidence of insurance reasonably acceptable to the City, naming the City as an additional insured on any liability policies and as a loss payee on any property policies;
- vii. due diligence searches in the Purchaser's name (UCC, State and federal tax lien, pending litigation and judgment for Cook County and the Northern District of Illinois, and bankruptcy searches for Cook County and the U. S. Bankruptcy Courts;
- viii. a legal opinion (or the form thereof, with the original to be signed on the closing date);
- ix. ALTA Statements, if required by the title company; and
- x. such other documents as the City may reasonably require.

2. City Deposits:

- i. Deed or copy of the Judgment Order, as applicable;
- ii. if required by the title company, a certified copy of ordinance authorizing sale of Acquisition Parcels to the Purchaser; and
- iii. copy of the Judgment Order and/or Purchase Agreement.

3. Joint Deposits:

- i. Closing Statement; and
- ii. City, County and State Real Estate Transfer Declaration Forms, as applicable.

If the Acquisition Parcel is being acquired through a Judgment Order, the Escrow Agreement shall direct the Escrowee, within five (5) days after the Pre-Closing, to deposit such portion of the Acquisition Costs with the Cook County Treasurer as may be required pursuant to the terms of the

Judgment Order and to then record the City's Deed, which payment and recordation shall constitute the Closing.

If the Acquisition Parcel is being acquired through a Purchase Agreement, the City shall set up a closing with the Owner at the Title Company within ten (10) days after the Pre-Closing. Concurrently with the payment of the amount due to said owner per the terms of the Purchase Agreement, the Escrowee shall be directed to record the deed to the City and shall then record the Deed to the Purchaser and this Agreement, which recordation shall constitute the Closing.

Any excess amounts left in escrow after the payment of the Acquisition Costs for the Acquisition Parcel shall be paid to the Purchaser. All escrow, insurance and recording fees shall be paid by the Purchaser.

H. Real Estate Taxes. The City shall seek to cause Owner to pay all general real estate taxes due and payable as of the closing date and to obtain a credit for any such taxes accrued but not yet payable on the Acquisition Parcels. The Purchaser shall be responsible for all taxes payable after Closing (whether accrued and attributable to the time period before Closing or after). Until a Certificate of Completion (as defined in Section 8, below) is issued by the City, the Purchaser shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

I. Failure to Close. In addition to constituting an "Event of Default" under Section 14 below, failure by the Purchaser to make those deposits required under Section 4.G.1 above shall obligate the Purchaser to pay abandonment costs as per Section 3 above, including reasonable attorneys fees for outside counsel hired on behalf of the City and costs incurred on behalf of the City associated with the acquisition and abandonment of the Acquisition Parcels.

Section 5. Site Plans And Architectural Drawings.

The Purchaser agrees to construct the Project. The construction of the "for sale" project and the rental project shall be in accordance with plans and specifications approved by the City's Department of Planning and Development ("DPD") after the Closing Date. No material deviation from the Drawings shall be made without the prior written approval of DPD, which approval shall not be unreasonably withheld or delayed. The parties agree that the Purchaser shall have the right to modify the Drawings from time to time with DPD approval and such modification shall not constitute an Event of Default hereunder.

In connection with the construction of the Project, the Purchaser shall be solely responsible for and shall pay all costs in regard to: the relocation, installation or construction of public or private utilities; curb cuts and driveways; the repair or reconstruction of any curbs, sidewalks or parkways deteriorated or damaged as a result of the Purchaser's redevelopment; the removal of existing pipes, utility equipment or building foundations; and the termination of existing water or other services.

Additional requirements may be imposed by the City at a later date as a condition to providing financing for the Project.

Section 6. Limited Applicability.

DPD's approval of any Drawings is for the purpose of this Agreement only and does not constitute the approval required by the City's Building Department or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Acquisition Parcels. The approval given by DPD shall be only for the benefit of the Purchaser and any lienholder authorized by this Agreement.

Section 7. Commencement And Completion Of Project.

The construction of the "for sale" units shall be commenced no later than 15 months after the acquisition of the For Sale Acquisition Parcel and completed no later than 36 months after the acquisition of the For Sale Acquisition Parcel. The construction of the rental units shall be commenced no later than 18 months after the acquisition of the Rental Acquisition Parcel and completed no later than 36 months after the acquisition of the Rental Acquisition Parcel. Such milestone dates are subject to the Permitted Delays contained in Section 14.B.

Section 8. Certificate Of Completion.

Promptly after completion of the Project in accordance with this Agreement, the City shall furnish the Purchaser with a Certificate of Completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the obligations of the Purchaser to construct the Project. The Certificate shall be in recordable form. Within forty-five (45) days after receipt of a written request by the Purchaser for a Certificate, the City shall provide the Purchaser with either the Certificate or a written statement indicating in adequate detail how the Purchaser has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Purchaser to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, the Purchaser shall resubmit a written request for the Certificate upon compliance with the City's response.

Section 9. Restrictions On Use.

The Purchaser agrees that it:

- A. Shall only develop the Acquisition Parcels for the Project;
- B. Shall maintain the Affordable Senior Units as such for a period of 40 years from the date of the Certificate;

C. Shall devote the Acquisition Parcels to a use approved by the Plan until July 15, 2039 and to a use approved by the TIF Plan until June 27, 2024.

D. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Acquisition Parcels or any improvements located or to be erected thereon.

Section 10. Prohibition Against Transfer Of Acquisition Parcels.

Prior to the issuance of the Certificate by the City with regard to completion of the Project, the Purchaser shall not, without the prior written consent of the City, which shall be in the City's sole consent: (a) sell or convey or contract or agree to sell or convey the Acquisition Parcels or any part thereof, whether directly or indirectly; or (b) create or contract or agree to create any assignment with respect to this Agreement or the Acquisition Parcels, whether directly or indirectly; provided, however, that the Purchaser shall have the right to convey the Acquisition Parcel to one or more single-purpose entities substantially owned and controlled by the Purchaser.

Section 11. Limitation Upon Encumbrance Of Acquisition Parcels.

Prior to the completion of the Project and the issuance of the Certificate by the City, the Purchaser shall not engage in any financing or other transaction which creates an encumbrance or lien upon the Acquisition Parcels, except for the purposes of obtaining: (a) funds necessary to acquire the Acquisition Parcels; (b) funds necessary to construct the Project; or (c) funds necessary for architects, surveyors, appraisers, environmental consultants or attorneys in connection with the Project. In no instance shall the Acquisition Parcels, or any portion thereof, serve as collateral or otherwise secure any indebtedness not directly related to the acquisition of such parcels or the construction of the Project. At the City's request, the Purchaser shall agree to take title to each Acquisition Parcel in a single purpose entity. In the event title to any Acquisition Parcel is held in a single purpose entity, references in this Agreement to "Purchaser" shall be construed to also include and to bind such entity, and the City may request such entity to sign a joinder to this Agreement with respect to such Acquisition Parcel(s).

Section 12. Mortgagees Not Obligated To Construct.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Acquisition Parcels authorized by Section 11 of this Agreement shall not be obligated to construct or complete the Project; provided, however, that the foregoing provision shall not apply to any purchaser, other than the holder of the mortgage, of the Acquisition Parcels at a foreclosure sale. Nothing in this Section nor in any other section of this Agreement shall be deemed or construed to permit or authorize any such holder of a mortgage to devote the Acquisition Parcels to any use, or to construct any improvements thereon, other than those uses or improvements permitted in the Plan, the TIF Plan and this Agreement.

Section 13. Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 7, 9, 10 and 11 shall be covenants running with the land, binding the Purchaser and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants in Sections 7, 10 and 11 shall terminate upon issuance of a Certificate. The covenant in Sections 9.A, B and D shall terminate forty (40) years after the issuance of the Certificate. The covenant in Section 9.C shall continue until the termination of the Plan and the TIF Plan, as applicable.

Section 14. Performance And Breach.

A. Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement.

B. Permitted Delays. The Purchaser shall not be considered in breach of its obligations hereunder due to a delay due to unforeseeable causes beyond the Purchaser's control and without the Purchaser's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government or the City, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of contractors or subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Purchaser requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. If the Purchaser defaults in the performance of its obligations under this Agreement, and the City gives written notice of such default to the Purchaser, the Purchaser shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the Purchaser has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may terminate this Agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

2. Event of Default. For purposes of this Agreement, the occurrence of any one or more of the following by Purchaser shall constitute an "Event of Default":

a. The Purchaser fails to perform, keep or observe any of the covenants,

conditions, promises, agreements or obligations required under this Agreement, and such default is not cured within the cure period provided in Section 14.C.1; or

- b. The Purchaser makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect and such default is not cured within the cure period provided in Section 14.C.1; or
 - c. A petition is filed by or against the Purchaser under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
 - d. The Purchaser abandons or substantially suspends the construction work, and such abandonment or suspension is not a "Permitted Delay" (no notice or cure period); or
 - e. The Purchaser fails to timely pay real estate taxes or assessments affecting the Acquisition Parcels or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Acquisition Parcels and such default is not cured within the cure period provided in Section 14.C.1; or
 - f. The Purchaser makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period) and such default is not cured within the cure period provided in Section 14.C.1; or
 - g. The Purchaser's financial condition or operations adversely changes to such an extent that would materially affect the Purchaser's ability to complete the Project and such default is not cured within the cure period provided in Section 14.C.1; or
 - h. The Purchaser fails to comply with the terms of any other written agreement entered into with the City with respect to the Project or any loan issued by the City with respect to the Project and such default is not cured within the cure period provided in Section 14.C.1.
3. Prior to Conveyance. If prior to the conveyance of any of the Acquisition Parcels, an Event of Default occurs, the City may terminate this Agreement, institute any action or proceeding at law or in equity against the Purchaser to recover any Acquisition Costs and otherwise enforce the City's rights hereunder.

4. After Conveyance. If subsequent to the conveyance of all of the Acquisition Parcels an Event of Default occurs, the City may institute any action or proceeding at law or in equity against the Purchaser to recover any Acquisition Costs and to otherwise enforce the City's rights hereunder.

D. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Purchaser shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Purchaser.

E. Access to the Acquisition Parcels. After the Closing, any duly authorized representative of the City shall have access to the Acquisition Parcels at all reasonable times for the purpose of confirming the Purchaser's compliance with this Agreement.

Section 15. Conflict Of Interest ; City's Representatives Not Individually Liable.

The Purchaser warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

Without limiting the generality of the foregoing, the Purchaser acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Purchaser hereby represents and warrant that, to the best of its knowledge after due inquiry, no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 16. Indemnification.

The Purchaser agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees for outside counsel and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Purchaser to perform its obligations under this Agreement; (b) the failure of the Purchaser or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (c) the failure of the Purchaser to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (d) any actions resulting from any activity undertaken by the Purchaser on the Acquisition Parcels prior to or after the conveyance of said Acquisition Parcels to the Purchaser by the City. This indemnification shall survive any termination of this Agreement.

Section 17. Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental condition of the Acquisition Parcels or the suitability of the Acquisition Parcels for any purpose whatsoever, and the Purchaser, after the lapse of Purchaser's termination rights under Section 4.D, agrees to accept the Acquisition Parcels "as is" subject to the provisions of this Agreement.

If after the Closing, the environmental condition of the Acquisition Parcels is not in all respects entirely suitable for the use to which the Acquisition Parcels is to be utilized, it shall be the sole responsibility and obligation of the Purchaser to take such action as is necessary to put the Acquisition Parcels in a condition suitable for the intended use of the Acquisition Parcels. The Purchaser agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Acquisition Parcels (including, without limitation, claims under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Acquisition Parcels prior to the Closing.

Section 18. Purchaser's Employment Obligations.

A. Employment Opportunity. After the Closing, the Purchaser agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the Purchaser operating on the Acquisition Parcels (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Project:

1. Neither the Purchaser nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The

Purchaser and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Purchaser and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Purchaser and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

2. To the greatest extent feasible, the Purchaser and each Employer is required to present opportunities for training and employment of low and moderate income residents of the City; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.
3. The Purchaser and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1993), and any subsequent amendments and regulations promulgated thereto.
4. The Purchaser, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
5. The Purchaser and each Employer shall include the foregoing provisions of subparagraphs 1 through 4 in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Acquisition Parcels, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.
6. Failure to comply with the employment obligations described in this Section 18.A. shall be a basis for the City to pursue remedies under the provisions of Section 14, above.

B. City Resident Employment Requirement. The Purchaser agrees, and shall contractually obligate the Employers to agree that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Purchaser and the Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Purchaser and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Purchaser and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Purchaser and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

The Purchaser and the Employers shall provide full access to their employment records to the Purchasing Agent, the DPD, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Purchaser and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate.

At the direction of the DPD, the Purchaser and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Purchaser and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

In the event that the City has determined that the Purchaser or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance which has not been remedied in accordance with the breach and cure provisions contained in Section 15.C herein, it is agreed that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Purchaser's budget shall be surrendered by the Purchaser and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Purchaser and/or the other Employers or employee to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Purchaser shall cause or require the provisions of this Section 18.B to be included in all construction contracts and subcontracts related to the construction of the Project.

C. The Purchaser's MBE/WBE Commitment. The Purchaser agrees, and shall contractually obligate the Employers to agree, that during the construction of the Project:

1. Consistent with the findings which support the Minority-Owned and Women Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420 et seq. of the Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 18.C, during the course of construction of the Project, at least the following percentages of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):
 - a. At least 25% by MBEs.
 - b. At least 5% by WBEs.
2. For purposes of this Section 18.C only, the Purchaser (and any party to whom a contract is let by the Purchaser pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or MBE shall mean a business enterprise identified in the Directory of Certified Minority Business

Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or WBE shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

3. Consistent with Section 2-92-440 of the Municipal Code of Chicago, the Purchaser's MBE/WBE commitment may be achieved by the Purchaser utilizing a MBE or a WBE as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the construction of the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Purchaser's MBE/WBE commitment as described in this Section 18.C.
4. The Purchaser shall deliver quarterly reports to DPD describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Purchaser or a contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the DPD in determining the Purchaser's compliance with this MBE/WBE commitment. The DPD shall have access to the Purchaser's books and records, including, without limitation, payroll records and tax returns, to allow the City to review the Purchaser's compliance with its commitment to MBE/WBE participation.
5. The City shall have the right to terminate this Agreement upon the disqualification of a contractor as a MBE or WBE, if the contractor's status as a MBE or WBE was a factor in the approval of the Purchaser, and such status was misrepresented by the contractor or the Purchaser. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any MBE or WBE subcontractor or supplier of goods or services if the subcontractor's status as a MBE or WBE was a factor in the approval of the Purchaser, and such status was misrepresented by the contractor or the Purchaser. In the event that the Purchaser is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the Purchaser shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify a qualified MBE or WBE as a replacement. Failure by the Purchaser to diligently pursue such course of action will result in the City's option to unilaterally terminate this Agreement. For purposes of this subparagraph 5, the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

6. Any reduction or waiver of the Purchaser's MBE/WBE commitment as described in this Section 18.C shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to the commencement of construction of the Project, the Purchaser shall meet with the monitoring staff of DPD with regard to the Purchaser's compliance with its employment obligations, the sufficiency of which must be approved by DPD as a pre-condition to DPD's approval to allow the Purchaser to commence with the construction of Project. During the construction of the Project, the Purchaser shall submit documentation (as required in Sections 18.A and 18.C, above) to the monitoring staff of the DPD. The failure to submit such documentation on a timely basis, or if the DPD determines, upon analysis of the documentation, that the Purchaser is not complying with its employment obligations described in this Section, shall upon the delivery of written notice to, be deemed a default. In such event, in addition to any remedies described in this Section, the City may: (1) issue a written demand to the Purchaser to halt construction of Project; (2) withhold certain pertinent sums from payment to the Purchaser or the general contractor, if applicable; or (3) seek any other remedies against the Purchaser available at law or in equity.

E. In the event of a default by the Purchaser in the performance of its obligations under this Section 18, the notice and cure provisions contained in Section 14, above, shall apply.

Section 19. Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 20. Headings.

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

Section 21. Governing Law.

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

Section 22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties. The Commissioner of DPD shall have the authority to

enter into an amendment to, or restatement of, this Agreement in connection with the Closing of the financing for the Project, and to enter into such other supplemental agreements, not inconsistent herewith, as may be necessary or appropriate in connection with such closing. In no event, however, shall such discretion include a material modification of the covenants in Section 7, 9, 10 and 11, as determined by the Corporation Counsel. Such financing shall be subject to separate ordinance approval, where required.

Section 23. Severability.

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

Section 24. Notices.

Any notice, demand, due diligence material or communication or delivery required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street
Room 1000 - City Hall
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
30 North LaSalle Street
Room 1610 - City Hall
Chicago, Illinois 60602
Attn: Real Estate Division

If to the Purchaser:

Hispanic Housing Development Corporation
205 W. Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attention: Mark Kruse

With a copy to:

Piper Rudnick LLP
203 N. LaSalle Street, Suite 1800
Chicago, Illinois 60601-1293
Attention: Richard Klawiter, Esq.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

Section 26. Organization And Authority.

The Purchaser (if other than an individual) represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois and is authorized to do business as a foreign corporation in the state of Illinois, with full power and authority to acquire, own and redevelop the Acquisition Parcels, and that the person(s) signing this Agreement on behalf of the Purchaser has the authority to do so.

Section 27. Successors And Assigns.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

Section 28. Termination.

If within thirty-six (36) months after the date of this Agreement the Closing has not occurred on all the Acquisition Parcels, then either party may terminate this Agreement upon written notice to the other. Upon such termination, and after payment of any Acquisition Costs due the City, the Letter of Credit shall be immediately released pursuant to the direction of the City.

Section 29. Recordation Of Agreement.

The Purchaser shall record this Agreement at the Office of the Cook County Recorder of Deeds and shall pay the recording fees and provide the City with a duplicate, certified recorded copy.

Section 30. Relocations Costs.

The Purchaser shall cooperate with the Real Estate Services Division of DPD in sending any notices and required information, and otherwise providing such relocation assistance as may be

required under the Uniform Relocation Assistance and Real Property Acquisitions Policies Act and the relocations promulgated thereunder at 49 CFR 24, whether applicable as a matter of law or as a matter of City policy with respect to the Project.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Commissioner of Planning and Development, and the Purchaser has signed the same on or as of the day and year first above written.

City Of Chicago,
an Illinois municipal corporation

By: _____
Denise M. Casalino, P.E.
Commissioner of Planning and Development

Hispanic Housing Development
Corporation, an Illinois corporation

By: _____
Title: _____

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Denise M. Casalino, P.E., personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of

Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, _____.

Notary Public

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Hispanic Housing Development Corporation (the "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 severally acknowledged that as such _____, he signed and delivered the instrument pursuant to authority given by the Corporation as his free and voluntary act and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, _____.

Notary Public

(Sub)Exhibits "A-1", "A-2", "B-1" and "B-2" referred to in this Agreement with Hispanic Housing Development Corporation for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A-1".

(To Agreement With Hispanic Housing Development Corporation
For Sale And Redevelopment Of Land)

Legal Description Of For Sale Property.
(Subject To Title Commitment And Survey)

Parcel 1:

Lots 23, 24, 25, 26, 27 and 28 (except the north 8 feet of each said lots) in Charles Proebsting's Subdivision of Lots 4, 5, 6 and the south 60 feet of Lot 7 in Block 8 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.

Parcel 2:

Lots 9 and 10 in C. Boettcher's Subdivision of Lots 8 and 10 and that part of Lot 7 of the south 60 feet thereof in Block 8 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.

Common Addresses:

2656 West North Avenue;

2652 West North Avenue;

2646 West North Avenue;

1619 North Washtenaw Avenue; and

1617 North Washtenaw Avenue.

Permanent Index Numbers:

13-36-427-032;

13-36-427-033;

13-36-427-034;

13-36-427-014; and

13-36-427-040.

(Sub)Exhibit "A-2".

(To Agreement With Hispanic Housing Development Corporation
For Sale And Redevelopment Of Land)

Legal Description Of Rental Property.

(Subject To Title Commitment And Survey)

Parcel 1:

Lots 18, 19, 20 and 22 (except the north 8 feet of each of said lots) in Charles Proebsting's Subdivision of Lots 4, 5, 6 and the south 60 feet of Lot 7 in Block 8 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.

Parcel 2:

Lots 6, 7 and 8 in C. Boettcher's Subdivision of Lots 8 and 10 and that part of Lot 7 of the south 60 feet thereof in Block 8 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.

Common Addresses:

2644 West North Avenue;

2642 West North Avenue;

2638 West North Avenue;

2636 West North Avenue;

2634 West North Avenue;
1620 North Talman Avenue; and
1618 North Talman Avenue.

Permanent Index Numbers:

13-36-427-035;
13-36-427-036;
13-36-427-037;
13-36-427-038;
13-36-427-039;
13-36-427-030; and
13-36-427-031.

(Sub)Exhibit "B-1".
(To Agreement With Hispanic Housing Development Corporation
For Sale And Redevelopment Of Land)

Legal Description Of For Sale Acquisition Parcel.
(Subject To Title Commitment And Survey)

Lots 27 and 28 (except the north 8 feet taken for alley) in Charles Proebsting's Subdivision of Lots 4, 5, 6 and the south 60 feet of Lot 7 in Block 8 in Jahn 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, Illinois.

Common Address:

2656 West North Avenue
Chicago, Illinois.

Permanent Index Number:

13-36-427-032-0000.

(Sub)Exhibit "B-2".

(To Agreement With Hispanic Housing Development Corporation
For Sale And Redevelopment Of Land)

Legal Description Of For Rental Acquisition Parcel.
(Subject To Title Commitment And Survey)

Lot 18 (except the north 8 feet thereof) in Charles Proebsting's Subdivision of Lots 4, 5 and the south 60 feet of Lot 7 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.

Common Address:

2634 West North Avenue,
Chicago, Illinois.

Permanent Index Number:

13-36-427-039-0000.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4715 -- 4717
SOUTH CHAMPLAIN AVENUE TO AND AUTHORIZATION FOR
EXECUTION OF REDEVELOPMENT AGREEMENT
WITH 4715 SOUTH CHAMPLAIN, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

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 (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the vacant land located at 4715 -- 4717 South Champlain Avenue, Chicago, Illinois 60615, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, 4715 South Champlain, Inc., an Illinois corporation (the "Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the property for Sixty Thousand Dollars (\$60,000), and construct a three (3) story, six (6) unit condominium building with a one thousand five hundred (1,500) square foot green roof on the Property; and

WHEREAS, As additional consideration for the transfer of the Property, the Developer has agreed to sell two (2) of the six (6) condominium units for a sum not to exceed One Hundred Ninety-nine Thousand Nine Hundred and no/100 Dollars (\$199,900.00) per unit to households earning no more than one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area; and

WHEREAS, By Referral Number 04-015-21, adopted on February 19, 2004, the Chicago Plan Commission authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on May 1, 2004 and May 2, 2004; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of Sixty Thousand and no/100 Dollars (\$60,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate,

execute and deliver a redevelopment agreement between the Developer and The City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, and such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit A.
(To Ordinance)

Legal Description Of Property.

Lots 46 and 47 in Block 2 in the subdivision of Lots 3, 4 and 5 in Stone & McGlashan's Subdivision of the north half of the northeast quarter of Section 10, Township 38 North, Range 14, lying east of South Vincennes Avenue, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4715 -- 4717 South Champlain Avenue
Chicago, Illinois 60615.

Property Index Numbers:

20-10-204-005; and

20-10-204-006.

Exhibit "B".
(To Ordinance)

*Agreement For The Sale And
Redevelopment Of Land*

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ____ day of _____, 2004, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and 4715 South Champlain, Inc., an Illinois corporation ("Developer"), whose offices are located at 209 West Ohio Street, Chicago, Illinois 60610.

Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 4715 -- 4717 South Champlain Avenue, Chicago, Illinois 60615, which is legally described on (Sub)Exhibit A attached hereto and incorporated herein (the "Property"); and

Whereas, The Developer intends to construct a three (3) story, six (6) unit condominium building with a one thousand five hundred (1,500) square foot green roof on the Property, as more fully described on (Sub)Exhibit B attached hereto (the "Improvements" or the "Project"); and

Whereas, A portion of the consideration for the transfer of the Property consists of a Sixty Thousand Dollar (\$60,000) payment that the Developer shall make to the City at the closing (as hereinafter defined); and

Whereas, As additional consideration for the transfer of the Property, the Developer has agreed to sell two (2) of the six (6) condominium units for a sum not to exceed One Hundred Ninety-nine Thousand Nine Hundred and no/100 Dollars

(\$199,900.00) per unit (each, an "Affordable Unit" and together, the "Affordable Units") to households earning no more than one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area (each such household, a "Qualified Household" and together, the "Qualified Households"); and

Whereas, The City Council by ordinance adopted _____, 2004, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

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

Section 2.

Sale And Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City, for the sum of Sixty Thousand and no/100 Dollars (\$60,000.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check or wire transfer of immediately available funds, less the Earnest Money (as defined in Section 3.A). Except as specifically provided herein to the contrary, Purchaser shall pay all closing costs. The Developer acknowledges that the Purchase Price is approximately Seventy Thousand Dollars (\$70,000) less than the fair market value of the Property and that the City has only agreed to the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 10.

Section 3.

Earnest Money And Performance Deposit.

A. Earnest Money. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Three Thousand and no/100 Dollars (\$3,000.00) ("Earnest Money"), which shall be credited against the Purchase Price at the closing (as defined in Section 4.D below).

B. Performance Deposit. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Three Thousand and no/100 Dollars (\$3,000.00), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a certificate of completion (as defined in Section 9).

C. Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

Section 4.

Conveyance Of Property.

A. Form Of Deed. The City shall convey the Property to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (i) the standard exceptions in an ALTA title insurance policy;
- (ii) general real estate taxes and any special assessments or other taxes;
- (iii) easements, encroachments, covenants and restrictions of record and not shown of record; and
- (iv) such other title defects as may exist.

B. Title Commitment And Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Chicago Title Insurance Company ("Title Company"), showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all

costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 171 North Clark Street, Chicago, Illinois 60601, on October 1, 2004, or on such date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4.E, 4.1 through 4.L, 5, 8 and 13 are all satisfied, and (ii) any later than March 1, 2005 (the "Outside Closing Date").

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than September 1, 2004, and shall deliver evidence of all such permits and approvals to D.P.D. at least fourteen (14) days prior to the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recording Costs. The Developer shall pay to record the Deed and this Agreement and any other documents incident to the conveyance of the Property to the Developer.

H. Escrow. If the Developer requires conveyance through escrow, Developer shall pay all escrow fees.

I. Insurance. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to D.P.D. Prior to the issuance of a Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on any property insurance policies. This Section 4.1 shall survive the Closing.

J. Legal Opinion. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing a legal opinion in a form reasonably acceptable to D.P.D.

K. Due Diligence. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing due diligence searches in its name (U.C.C., state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and United States Bankruptcy Court), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

L. Organization And Authority Documents. The Developer shall deliver to D.P.D. at least fourteen (14) days prior to the Closing certified articles of incorporation, bylaws, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request.

Section 5.

Project Budget; Proof Of Financing.

The total project budget is currently estimated to be One Million Two Hundred Thousand and no/100 Dollars (\$1,200,000.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to D.P.D. for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

Section 6.

Site Plans And Architectural Drawings.

A. Site Plans. The Developer shall construct the improvements on the Property in accordance with the site plans and architectural drawings prepared by Eduardo Proenza Architects, Ltd., dated June 7, 2004, which have been approved by D.P.D. and which are listed on (Sub)Exhibit C attached hereto and incorporated herein by reference ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of D.P.D.. In the event the Developer submits and D.P.D. approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon D.P.D.'s written approval of the same.

B. Relocation Of Utilities, Curb Cuts And Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. Inspection By The City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades And Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed.

E. Survival. The provisions of this Section 6 shall survive the Closing.

Section 7.

Limited Applicability.

D.P.D.'s approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("D.C.A.P.") or any other City department; nor does the approval by D.P.D. pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. D.P.D.'s approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

Section 8.

Commencement And Completion Of Improvements.

The Closing shall not occur unless and until the Developer is prepared to immediately commence construction of the Improvements. In no instance shall (a) construction commence later than December 1, 2004, or (b) construction be completed later than December 1, 2006. D.P.D. shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations and codes.

Section 9.

Certificate Of Completion.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon: (a) the completion of the Improvements in accordance with this Agreement, (b) lawful conversion of the Property to a condominium form of ownership, (c) the sale of all market rate units, and (d) the sale of the two (2) Affordable Units to Qualified Households. Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and

termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Improvements and sell the Affordable Units to Qualified Households. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form. Upon recordation of the Certificate of Completion, the City shall return the Performance Deposit to the Developer.

Section 10.

Restrictions On Use.

The Developer agrees that it:

A. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap, in the sale, lease, rental, use or occupancy of the Property or the Improvements.

B. Shall develop and sell the Affordable Units in accordance with the following provisions:

(i) The Developer covenants to the City that it shall develop and construct the Affordable Units comparably to the other units in the Project which are to be sold at market rate sales prices, and sell each Affordable Unit for a price not to exceed One Hundred Ninety-nine Thousand Nine Hundred and no/100 Dollars (\$199,900.00).

(ii) The City must approve the income eligibility of the buyer of each Affordable Unit to confirm that the buyer is a Qualified Household. Toward this end, the Developer shall deliver to D.P.D. any information required by D.P.D. in order to determine the buyer's income eligibility. D.P.D. shall have ten (10) business days from the date of receipt of a "complete information package" to qualify buyers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms

from the buyer's employers, United States 1040 income tax returns from the previous two (2) years, an affidavit or verification from the buyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae").

(iii) The Developer understands and agrees that the household income of each of the buyers of the Affordable Units shall not exceed one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area.

(iv) At the closing of each Affordable Unit, the Developer shall require the buyer to execute a mortgage in favor of the City (the "City Mortgage") and a covenant of residency. The City Mortgage shall have a term of thirty (30) years ("Mortgage Term") commencing on the date of closing in an amount representing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit. The indebtedness subject to recapture under the City Mortgage shall be due and payable by the Affordable Unit buyer if, during the Mortgage Term, the Affordable Unit buyer sells the Affordable Unit for an amount that renders the Affordable Unit not affordable or to a buyer who does not meet the income eligibility requirements set forth herein. The City Mortgage shall also be due and payable if the Affordable Unit buyer leases the Affordable Unit or refinances its first mortgage in an amount greater than the initial principal indebtedness secured thereby, or obtains home equity or other financing secured by the Property which, when added to the then-outstanding balance of such first mortgage, exceeds the original principal amount of such first mortgage indebtedness. The Commissioner of D.P.D. shall have discretion to waive or modify such mandatory pre-payment provisions in the event the enforcement thereof would be inequitable or cause undue hardship, as determined by the Commissioner of D.P.D. in her sole discretion. If, at the expiration of the Mortgage Term, the Affordable Unit buyer is still residing in the Affordable Unit as its primary domicile, the City shall issue a release of the City Mortgage.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 10 constitute material, bargained for consideration for the City and are intended to further the public policy of creating long-term affordable housing, and that, but for such affordability restrictions, and notwithstanding any uses permitted under any other applicable zoning, the City would not have agreed to convey the Property to the Developer. The Developer acknowledges receipt of the form of City Mortgage.

*Section 11.**Prohibition Against Transfer Of Property.*

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide D.P.D. copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement). The provisions of this Section 11 shall not apply to sales of the six (6) condominium units to market rate buyers or Qualified Households in the ordinary course of development.

*Section 12.**Limitation Upon Encumbrance Of Property.*

Prior to the issuance of the Certificate of Completion, the Developer shall not, without D.P.D.'s prior written consent, which shall be in D.P.D.'s sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by D.P.D. pursuant to Section 5.

*Section 13.**Mortgagees Not Obligated To Construct.*

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be

bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

Section 14.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate upon the issuance of the Certificate of Completion. The covenants in Section 10 shall terminate upon the sale of the last Affordable Unit, so long as the buyer of each such Affordable Unit is a Qualified Household that has executed and recorded a City Mortgage in accordance with Section 10.B.(iv).

Section 15.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended

only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two (2) sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi), (ix) and (x). Any default under Sections 15.D.(iv), (vi), (ix) and (x) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement, retain the Earnest Money and Performance Deposit, and exercise such other remedies at law and at equity as may be available to recover the City's land write-down subsidy and attain the City's affordable housing objectives.

D. Default. The occurrence of any one (1) or more of the following shall constitute an "Event of Default" under this Agreement:

- (i) the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or
- (ii) the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or
- (iii) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
- (iv) the Developer abandons or substantially suspends construction of the Improvements; or
- (v) the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or
- (vi) the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

(vii) there is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or

(viii) the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or

(ix) the Developer fails to close by the Outside Closing Date; or

(x) the Developer fails to construct the Affordable Units, or fails to convey the Affordable Units to buyers meeting the income eligibility standards described in this Agreement.

E. Prior To Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

F. After Closing. If an Event of Default occurs after the Closing, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable; the City's sole remedies shall be those granted under the City Mortgages.

G. Resale Of The Property. Upon the revesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition Of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

(i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

- (ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (iv) any expenditures made or obligations incurred with respect to construction or maintenance of the Improvements; and
- (v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as of such sale; and
- (vi) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

I. Waiver And Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

J. No Remedies Against Market Rate Units or Market Rate Buyers. Notwithstanding anything in this Section 15 or otherwise, the City shall have no rights or remedies against a buyer of a market rate unit, or against such market rate unit, after the sale of such unit to such buyer. By operation of this Section 15.J., each such market rate unit shall be released from the encumbrance of this Agreement at the time of such unit's sale to a bona fide purchaser.

Section 16.

Conflict Of Interest; City's Representatives Not Individually Liable.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall

any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

Section 17.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

Section 18.

Environmental Matters.

A. "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

B. Right Of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the

purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage; and (iii) workers' compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developers environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection

Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("C.E.R.C.L.A."), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under C.E.R.C.L.A.. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

Section 19.

Developer's Employment Obligations.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property:

(i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined

in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, and provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.

(iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(iv) The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(v) The Developer and each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("D.O.H.") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.O.H., the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of D.O.H., the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that one-twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. Developer's M.B.E./W.B.E. Commitment. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements:

- (i) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq. of the Municipal Code of Chicago, and in reliance upon

the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of construction of the Improvements, at least twenty-five percent (25%) of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least five percent (5%) of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(ii) For purposes of this Section 19.C. only, the Developer (and any party to whom a contract is let by the Developer pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant to this Agreement) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term women-owned business" or W.B.E. shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

(iii) Consistent with Section 2-92-440 of the Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved by the Developer utilizing a M.B.E. or a W.B.E. as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the Improvements from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C.

(iv) The Developer shall deliver monthly reports to D.O.H. describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include inter alia the name and business address of each M.B.E. and W.B.E. solicited by the Developer or a Contractor to work on the Improvements, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the construction, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.O.H. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. Such other information may include the M.B.E./W.B.E. Utilization Plan, subcontractor's activity report, contractor's certification concerning labor standards and prevailing wage requirements, contractor's letter of understanding, monthly utilization report, authorization for payroll agent, certified payroll, and

evidence that M.B.E./W.B.E. contractor associations have been informed of the project via written notice and meetings. D.O.H. shall have access to the Developer's books and records, including, without limitation, the general contract, payroll records and tax returns, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation. A specific status report shall be provided to D.O.H. when twenty-five percent (25%) of hard construction costs have been incurred.

(v) The City shall have the right to terminate this Agreement upon the disqualification of any M.B.E. or W.B.E. contractor, if the contractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and the contractor or the Developer misrepresented such status. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and the contractor or the Developer misrepresented such status. If the City determines that the Developer was not involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the Developer shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify a qualified M.B.E. or W.B.E. as a replacement. Failure by the Developer to diligently pursue such course of action will result in the City's option to unilaterally terminate this Agreement. For purposes of this subparagraph (v), the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

(vi) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C. shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to holding the first official building permit "in-take" meeting with D.C.A.P., the Developer, the Developer's general contractor and all major subcontractors shall meet with the monitoring staff of D.O.H. regarding the Developer's compliance with its employment obligations, the sufficiency of which D.O.H. must approve as a precondition to allowing the Developer to commence construction of the Improvements. During the construction of the Improvements, the Developer shall submit documentation (as required in Sections 19.A. and 19.C.) to the monitoring staff of D.O.H.. The Developer's failure to submit such documentation on a timely basis, or to comply with its employment obligations (as determined by D.O.H. upon analysis of the documentation), shall constitute a default hereunder. In such event, in addition to any remedies described in this Section 19, the City may: (i) issue a written demand to the Developer to halt construction of the Improvements; (ii)

withhold certain pertinent sums from payment to the Developer or the general contractor, if applicable; or (iii) seek any other remedies against the Developer available at law or in equity.

E. May 26, 2004 Ordinance. In the event of a conflict between Section 19.A. through Section 19.D. and the M.B.E./W.B.E. ordinance passed by the City Council of the City on May 26, 2004, as determined by the Corporation Counsel of the City, the provisions of such ordinance shall control and this Section 19 shall be construed accordingly.

Section 20.

Provisions Not Merged With Deed.

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 21.

Headings.

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

Section 22.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

*Section 23.**Severability.*

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

*Section 24.**Notices.*

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street,
Room 1000
Chicago, Illinois 60602

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street,
Suite 1610
Chicago, Illinois 60602
Attention: Real Estate Division

If To The Developer:

4715 S. Champlain, Inc.
209 West Ohio Street
Chicago, Illinois 60610
Attention: Mark Sutherland

with a copy to:

Ronald Rosenblum, Esq.
111 West Washington Street
Suite 823
Chicago, Illinois 60602
Telephone Number:(Omitted for printing
purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 P.M. on a business day. If such dispatch occurred after 5:00 P.M. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 25.

Organization And Authority.

The Developer represents and warrants that it is a duly organized and validly existing corporation under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

Section 26.

Successors And Assigns.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

*Section 27.**Recordation Of Agreement.*

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees. The Developer, or the buyer of each Affordable Unit, shall bear the cost of recording the City Mortgage at the time of the sale of each such unit.

*Section 28.**Exhibits.*

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

*Section 29.**Counterparts.*

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

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

City of Chicago,
an Illinois municipal corporation

By: _____
Denise M. Casalino,
Commissioner of Planning
and Development

4715 S. Champlain, Inc.,
an Illinois corporation

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the County, in the State aforesaid, do hereby certify that Denise M. Casalino, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as the Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2004.

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the President of 4715 S. Champlain, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing

instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by 4715 S. Champlain, Inc., as his free and voluntary act and as the free and voluntary act and deed of 4715 S. Champlain, Inc., for the uses and purposes therein set forth.

Given under my notarial seal this ____ day of _____, 2004.

Notary Public

(Sub)Exhibits "A", "B" and "C" referred to in this Agreement with 4715 S. Champlain, Inc. for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With 4715 South Champlain, Inc.
For Sale And Redevelopment Of Land)

Legal Description Of Property.

Lots 46 and 47 in Block 2 in the subdivision of Lots 3, 4 and 5 in Stone & McGlashan's Subdivision of the north half of the northeast quarter of Section 10, Township 38 North, Range 14, lying east of Vincennes Avenue, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4715 -- 4717 South Champlain Avenue
Chicago, Illinois 60615.

Property Index Numbers:

20-10-204-005; and

20-10-204-006.

(Sub)Exhibit "B".

(To Agreement With 4715 South Champlain, Inc.
For Sale And Redevelopment Of Land)

Narrative Description Of Property.

The Project consists of an all masonry three (3) story, six (6) unit condominium building with a one thousand five hundred (1,500) square foot green roof. Each unit will have three (3) bedrooms and two (2) bathrooms and will contain approximately one thousand six hundred fifty (1,650) square feet. Each unit will include one (1) parking space, which is included in the base sales price. The market rate units will range from Two Hundred Twenty-nine Thousand Nine Hundred Dollars (\$229,900) to Two Hundred Forty-four Thousand Nine Hundred Dollars (\$244,900). The Project will include two (2) affordable units, which will be sold for no more than One Hundred Ninety-nine Thousand Nine Hundred Dollars (\$199,900) to households earning no more than one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area. In addition to the green roof, the Project will incorporate other greening elements, including energy star and L.E.E.D. standards.

(Sub)Exhibit "C".

(To Agreement With 4715 South Champlain, Inc.
For Sale And Redevelopment Of Land)

List Of Drawings.

All Dated December 11, 2003.

- A-1 Site Plan -- Architectural Notes -- Wall Section
- A-1.1 Landscape Plan
- A-2 First Floor Plan -- Door and Window Schedule
- A-3 Second Floor Plan -- Third Floor Plan
- A-4 Elevations

A-5	Elevations
A-6	Sections
A-7	Sections -- Details
A-8	Interior Elevations
A-9	Interior Elevations
S-1	Foundation Plan -- Foundation Details
S-2	First Floor Plan -- Framing Layout -- Framing Details
S-3	Second and Third Floor Plan with Framing Layout
M-1	First Floor Plan Mechanical Layout -- Notes and Schedules
M-2	Second and Third Floor Plan Mechanical Layout
P-1	First Floor Plan Plumbing Layout -- Risers and Notes
P-2	Second and Third Floor Plan Plumbing Layout
E-0	Electrical Risers -- Fire Prevention Information
E-1 and F-1	First Floor Plan Electrical and Fire Prevention Layout -- Symbols and Notes
E-2 and F-2	Second and Third Floor Plan Electrical and Fire Prevention Layout

AUTHORIZATION FOR NEGOTIATED SALE AND CONVEYANCE
OF VARIOUS CITY-OWNED PROPERTIES TO SENIOR
SUITES CHICAGO CORPORATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on May 14, 1997 and published at pages 44082 through 44089 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan (the "Redevelopment Plan") for the 79th Street Corridor Redevelopment Area (the "Redevelopment Area") was approved pursuant to Chapter 2-124-010 of the Municipal Code of the City; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on July 8, 1998 and published at pages 72439 through 72494 in the *Journal* of such date, a certain redevelopment plan and project (the "T.I.F. Plan") for the 79th Street Corridor Tax Increment Financing Redevelopment Project Area (the "T.I.F. Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 8, 1998 and published at page 72493 and pages 72495 through 72502 in the *Journal* of such date, the T.I.F. Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 8, 1998 and published at page 72501 and pages 72503 through 72509 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain T.I.F. Area redevelopment project costs (as defined in the Act) incurred pursuant to the T.I.F. Plan; and

WHEREAS, The City of Chicago (the "City") is the owner of the vacant parcels of property located at 1044 -- 1058 West 79th Street, 1035 -- 1053 West 79th Street and 7900 -- 7910 South Carpenter Street in Chicago, Illinois, which are described on Exhibit A attached hereto ("Property"), and which are located both in the Redevelopment Area and in the T.I.F. Area; and

WHEREAS, Senior Suites Chicago Corporation or an affiliate entity owned and controlled by Senior Suites Chicago Corporation (either such entity, "Developer") has offered to purchase the Property, which has a fair market value of approximately Five Hundred Nineteen Thousand (\$519,000) from the City for consideration of One and no/100 Dollars (\$1.00) per each parcel; and

WHEREAS, The City is willing to convey the Property to the Developer provided that the Developer thereafter construct an approximately six (6) story building having approximately eighty-five (85) rental units subject to rent restrictions and rented only by senior households earning sixty percent (60%) or less of the area median income for the City of Chicago, together with an approximately five thousand four hundred (5,400) Department of Aging Senior Satellite Center, which project has a total project budget of approximately Twelve Million Five Hundred

Forty-seven Thousand Two Hundred Eighty-one Dollars (\$12,547,281) (the "Project"), which Project is consistent with the purposes and objectives of the Redevelopment Plan and the T.I.F. Plan;

WHEREAS, The Developer has agreed to undertake the Project in accordance with the Redevelopment Plan and the T.I.F. Plan and pursuant to the terms and conditions of such redevelopment agreement and/or other financing documents as may hereafter be approved by the City Council and executed in connection with any City financing provided for the Project; and

WHEREAS, Pursuant to Resolution 04-CDC-30 adopted by the Community Development Commission of the City of Chicago (the "Commission") the Commission published notice pursuant to Section 5/11-74.4-4(c) of the Act of the City's intention, acting through the Department of Planning and Development ("D.P.D."), to convey the parcels to the Developer for redevelopment and to request alternative proposals for redevelopment of the Property; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Property within thirty (30) days after such publication, pursuant to Resolution 04-CDC-30, the Commission has recommended that the Property be conveyed to the Developer for redevelopment for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

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

SECTION 3. The City is hereby authorized to sell and convey the Property to the Developer for consideration of One and no/100 Dollars (\$1.00) per parcel, provided, however, that such conveyance shall not occur until (a) the Developer has obtained such additional City Council approvals as may be necessary for any City financing to be provided for the Project and (b) any such City financing, and all other financing necessary for the Project, is prepared to close and initially fund simultaneously with such conveyance.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which

the Developer is the sole controlling party, subject to the satisfaction of the conditions in Section 3 and the execution of such additional agreements as may be necessary or appropriate in connection with any such City financing.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".

Legal Description:

[Not Available At Time Of Introduction]

Common Addresses:

1044 -- 1058 West 79th Street;
1035 -- 1053 West 79th Street; and
7900 -- 7910 South Carpenter Street.

Permanent Index Numbers:

20-32-426-032-0000;
20-32-426-033-0000;
20-32-202-004-0000; and
20-32-202-005-0000.

AUTHORIZATION FOR EXECUTION OF AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT WITH CHICAGO HOUSING
AUTHORITY FOR ACQUISITION OF PROPERTY NECESSARY
FOR DEVELOPMENT OF MIXED-INCOME COMMUNITIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, August 31, 2004.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the execution of an intergovernmental agreement with the Chicago Housing Authority regarding land acquisition, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

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

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 ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise and perform any function pertaining to its government and affairs;

WHEREAS, The C.H.A. is engaged in the development and operation of safe, decent and sanitary housing throughout Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. Section 1437, et seq., regulations promulgated by the United States Department of Housing and Urban Development ("H.U.D."), the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, C.H.A. has undertaken the redevelopment of various public housing developments into mixed-income communities as further set forth in its Plan for Transformation; and

WHEREAS, The City and the C.H.A. recognize that the acquisition of certain real property is essential to the overall redevelopment plan for these communities and that such acquisition would serve a public purpose; and

WHEREAS, The City desires to assist C.H.A. by using its powers to acquire by purchase, condemnation or otherwise, said property; and

WHEREAS, The C.H.A. has identified HOPE VI funds, all capital funds and/or other appropriate funds, which are currently available for use to acquire land; and

WHEREAS, The City and the C.H.A. propose that said H.U.D. approved funds be used in order to acquire such properties which are mutually agreed upon as being necessary for the development of the mixed-income communities; and

WHEREAS, The C.H.A. represents that H.U.D. has approved the use of the HOPE VI funds and C.H.A. funds for the purposes set forth herein; and

WHEREAS, Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and the Housing Cooperation Law, 310 ILCS 15/1, et seq., the City and the C.H.A. are authorized to contract with one another to perform any governmental service, activity or undertaking which either of them is authorized by law to perform; and

WHEREAS, The City and the C.H.A. desire to enter into an intergovernmental agreement for the acquisition of certain real property for the development of mixed-income communities; and

WHEREAS, In furtherance of the above and pursuant to that certain ordinance passed by the City Council on September 4, 2002 and published in the *Journal of Proceedings of the City Council of the City of Chicago* at pages 92848 through 92860, the City, the C.H.A. and Daniel E. Levin and The Habitat Company L.L.C., not individually, but in their collective capacity as receiver for C.H.A. in the development of new non-elderly public housing ("Habitat"), have previously entered into that certain Intergovernmental Agreement For Land Acquisition Between The Chicago Housing Authority and the City of Chicago dated as of August 11, 2003 (the "Original I.G.A.", and, as amended hereby, the "I.G.A."); and

WHEREAS, Since executing the Original I.G.A., the C.H.A., Habitat and the City have agreed to reallocate certain responsibilities in connection with the implementation of the I.G.A., have had additional communications with H.U.D. in which the parties have learned of certain additional H.U.D. requirements applicable to the implementation of the I.G.A., have agreed upon certain disposition requirements applicable to acquired properties and have reached certain additional agreements, all of which the City and C.H.A. desire to include in an amended and restated intergovernmental agreement; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of Planning and Development or her designee is hereby authorized to execute an amended and restated intergovernmental agreement between the City and the C.H.A., substantially in the form attached hereto as Exhibit A, and are further authorized, subject to the approval of the Corporation Counsel, to execute such other documents as are necessary and appropriate to effectuate said agreement.

SECTION 3. This ordinance shall be effective upon its passage.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

Exhibit "A".

*Amended And Restated Intergovernmental Agreement
For Land Acquisition Between The Chicago
Housing Authority And The
City Of Chicago.*

This amended and restated intergovernmental agreement for land acquisition ("Agreement") is made and entered into this _____ day of _____, 2004, by and between the Chicago Housing Authority, an Illinois municipal corporation ("C.H.A."), along with Daniel E. Levin and The Habitat Company L.L.C. not individually, but in their collective capacity as receiver for C.H.A. in the development of new non-elderly public housing in the Gautreaux litigation ("Receiver"), and the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois ("City"), by and through its Department of Planning and Development ("D.P.D.").

Recitals.

Whereas, The C.H.A. and the Receiver, as the case may be, are engaged in the development and operation of safe, decent and sanitary housing throughout the Chicago metropolitan area for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. Section 1437, et seq., regulations promulgated by the United States Department of Housing and Urban Development ("H.U.D."), and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, C.H.A. and the Receiver have undertaken the redevelopment of various public housing developments into mixed-income communities as further set forth in its plan for transformation (hereinafter "Project"); and

Whereas, The City, the Receiver and the C.H.A. recognize that the acquisition of certain real property is essential to the overall redevelopment plan for these communities and that such acquisition would serve a public purpose; and

Whereas, The City desires to assist C.H.A. and the Receiver by using its powers to acquire by purchase, condemnation or otherwise, said property; and

Whereas, The C.H.A. and the Receiver have identified Hope VI funds, capital funds and/or other appropriate funds, which are currently available for use to acquire land; and

Whereas, The City, the Receiver and the C.H.A. propose that the City use said H.U.D. approved funds from the C.H.A. and the Receiver in order to acquire such properties which are mutually agreed upon as being necessary for the development of the mixed-income communities; and

Whereas, On January 21, 2003, the C.H.A. Board of Commissioners passed Resolution Number 2003-C.H.A.-12 approving the use of the HOPE VI funds, capital funds, and/or other appropriate funds for the purpose described herein and by its execution hereof the Receiver so approves such uses subject to the terms and conditions hereof; and

Whereas, The C.H.A. represents that H.U.D. has preliminarily approved the use of the HOPE VI funds and C.H.A. funds for the purposes set forth herein; and

Whereas, On September 4, 2002, the City Council of the City of Chicago (the "City Council") adopted an ordinance (hereafter, the "2002 Ordinance") published in the *Journal of the Proceedings of the City Council of the City of Chicago* at pages 92848 through 92860, which authorized the City, through D.P.D. and the Office of Budget and Management ("O.B.M."), to enter into an intergovernmental agreement in order to carry out the above purposes; and

Whereas, Pursuant to the 2002 Ordinance, the City, the C.H.A. and the Receiver, have previously entered into that certain Intergovernmental Agreement For Land Acquisition Between The Chicago Housing Authority and the City of Chicago dated as of August 11, 2003 (the "Original I.G.A.", and, as amended hereby, the "I.G.A."); and

Whereas, Since executing the Original I.G.A., the C.H.A., the Receiver and the City have agreed to reallocate certain responsibilities in connection with the implementation of the I.G.A., have had additional communications with H.U.D. in which the parties have learned of certain additional H.U.D. requirements applicable to the implementation of the I.G.A., have agreed upon certain disposition requirements and have reached certain additional agreements, all of which the City, the C.H.A. and the Receiver desire to include in this Agreement; and

Whereas, The C.H.A. and the City have authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and the Housing Cooperation Law, 310 ILCS 15/1, et seq..

Now, Therefore, In consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenants and agrees with the other as follows:

Section 1.

Incorporation Of Recitals.

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

Section 2.

Acquisition Of The Properties.

The City shall acquire the properties pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601, et seq. ("Uniform Act") (provided, however, that the Receiver and not the City, shall be responsible for implementing and complying with the Uniform Act's relocation requirements with respect to any acquired improved properties, except as to those requirements explicitly assigned to another party under this Agreement) and utilize the following procedures and such other implementing procedures, not materially inconsistent herewith, as may be mutually agreeable to the City, the C.H.A. and the Receiver:

1. Request To Acquire The Properties.

The C.H.A. and the Receiver shall provide to the Commissioner of D.P.D. a completed Request to Acquire Property for each Project in the form of (Sub)Exhibit A, attached hereto and made a part hereof. The C.H.A. and the Receiver shall use its best efforts to minimize the need to acquire occupied residential properties. Said request must be signed by the Chief Executive Officer of the C.H.A. and the Executive Vice-President of The Habitat Company, L.L.C.. Acceptance of the request will be evidenced by the signatures of the Commissioner of D.P.D.. In the event that a property has not already been authorized for acquisition by the City Council, D.P.D. shall tender a request to the Community Development Commission ("C.D.C.") and the City Council to authorize its acquisition by the City.

2. Approval Of Offer Amount.

Upon receipt of the fully executed Request to Acquire Property, the City shall order a survey, title report, one or two (2) appraisals and a review appraisal in order to determine the offer amount and such environmental reports as the City and the Receiver/C.H.A. deem appropriate

(collectively, the "Due Diligence Materials"). All invoices attributable to the cost of obtaining the Due Diligence Materials and the associated professional services shall be submitted to the Receiver which will pay the invoices within thirty (30) days of receipt. Copies of all such Due Diligence Materials, other than the appraisals, shall be provided to the Receiver at this time.

If D.P.D. agrees to acquire the requested property, and after determination of the value of the property and just compensation in consultation with the Department of Law of the City ("Law"), D.P.D. shall provide to C.H.A. and the Receiver a completed (but unexecuted) Request to Send Offer in substantially the form of (Sub)Exhibit B attached hereto and made a part hereof.

If C.H.A. and the Receiver wish to proceed with the acquisition of the property, they shall sign Exhibit B and return it to the City for execution by the Commissioner of D.P.D.. D.P.D. shall forward the fully executed (Sub)Exhibit B to Law. The City shall then prepare and transmit a purchase offer to the property owner. If the owner accepts the offer amount, the City will tender to the owner for execution, a real estate contract which contains a section regarding environmental matters and a H.U.D. approval contingency provision (the "Real Estate Contract"). Any environmental issues raised by the Due Diligence Material shall be handled in accordance with Section 7. Upon execution of the Real Estate Contract, the City will forward to the Receiver a copy of the Real Estate Contract, a copy of the original appraisal(s) and a request to provide the check for closing. The Receiver will prepare an acquisition package for submission to H.U.D., obtain H.U.D.'s written approval for the acquisition and provide the check for the purchase price plus closing costs to the City within thirty (30) days of the date of the request. Any extensions of time must be by agreement of all parties.

If applicable, in lieu of transmitting an offer to the owner, the City may utilize other methods of acquisition including, but not limited to, seeking a tax deed or foreclosing a municipal lien or advancement.

The City retains the discretion to terminate the acquisition process at any time it determines that due to increased expense, adverse conditions on the site or any other reason that the acquisition of the property may not be accomplished on an economically feasible basis.

3. Approval Of Acquisition Amount.

(a) Negotiations With Property Owners.

If the owner fails to accept the offer amount, the City shall

negotiate with the owner for an amount deemed to be reasonable by Law, D.P.D., C.H.A. and the Receiver. If such negotiated amount is agreed to by the owner, Law shall provide to C.H.A. and the Receiver a completed (but unexecuted) Approval of Negotiated Settlement substantially in the form of (Sub)Exhibit C attached hereto and made a part hereof. The C.H.A. and the Receiver shall sign the form and return it to the City within thirty (30) days. D.P.D. shall then sign (Sub)Exhibit C and forward a fully-executed copy to Law for preparation of the Real Estate Contract. Upon execution of the Real Estate Contract, the City will forward to the Receiver a copy of the Real Estate Contract, a copy of the original appraisal(s) and a request to provide the check for closing. The Receiver will prepare an acquisition package for submission to H.U.D., obtain H.U.D.'s written approval for the acquisition and provide the check for the purchase price plus closing costs to the City within thirty (30) days of the date of the request. Any extensions of time must be by agreement of all parties.

(b) Condemnation Proceedings.

If settlement efforts are unsuccessful, or the owner or owners cannot be found, the City shall provide to C.H.A. and the Receiver a completed (but unexecuted) Approval to File Condemnation Complaint in the form of (Sub)Exhibit D attached hereto and made a part hereof. If in agreement with such action, the C.H.A. and the Receiver shall sign (Sub)Exhibit D and return it to the City within thirty (30) days. The Commissioner of D.P.D. shall then sign (Sub)Exhibit D. The City shall then file a complaint pursuant to the eminent domain statute. After the filing of such complaint, if the City thereafter arrives at a negotiated settlement prior to entry of a judgment order, or receives a judgment order setting forth the just compensation due to the owner, the City shall forward the amount due to the Receiver, along with any documents required to complete H.U.D.'s acquisition package. The Receiver will obtain H.U.D. approval and provide a check or checks for such amount(s) and any related cost within thirty (30) days of the City's request. Amounts due pursuant to judgment orders shall be payable to the Cook County Treasurer and will include the just compensation award, statutory interest and court costs. The Receiver acknowledges that any voluntary termination or dismissal of the eminent domain proceeding by the City shall obligate the Receiver to pay all costs associated with such proceeding (i.e., both the City's and the condemnee's legal costs).

4. Miscellaneous Expenses.

All invoices for Due Diligence Materials and associated professional services or other related costs incurred pursuant to the terms of this Agreement, such as additional appraisals or environmental testing, shall be submitted to the Receiver, which will provide a check or checks to the City or the applicable service provider within thirty (30) days.

To the extent that any capital funds are required in connection with the acquisition process contemplated by this Agreement and any such funds are in the possession of C.H.A., upon written request by the Receiver to C.H.A., C.H.A. shall promptly pay such funds to the Receiver and the Receiver's payment obligations hereunder are subject to C.H.A.'s payment to the Receiver of such applicable amounts.

Section 3.

Title And Tax Issues.

At the closing for the acquisition of a property, the City will record such H.U.D.-required declaration of trust or similar recorded encumbrance as may be required. Promptly after such acquisition, the City will, if necessary, file a tax abatement letter and shall file a governmental exemption petition with the County. If applicable, the City will also pay any outstanding taxes when due pursuant to such tax proration agreement provisions as may be incorporated in any applicable purchase contract or settlement agreement.

Section 4.

Relocation.

Except for requirements explicitly assigned to another party hereunder, the relocation of occupants shall be performed by the Receiver in accordance with the Uniform Act and any applicable rules and regulations thereunder. The Receiver shall bear any such relocation costs.

Section 5.

Property Management.

In the event that property management services are required, D.P.D. shall utilize

its existing contracts to provide for maintenance and security for acquired properties. Invoices for said services will be submitted to the Receiver for payment. The Receiver shall pay such costs within thirty (30) days.

Section 6.

Demolition.

Demolition services for acquired properties will be performed by contracts under the jurisdiction of the Department of Buildings ("D.O.B."). D.O.B. shall submit the bills to D.P.D. to present to the Receiver for payment within thirty (30) days.

Section 7.

Environmental Remediation.

The City has previously completed the environmental review required under 24 C.F.R. part 58 with respect to the geographic areas in which the acquisition properties are located. The City, at its election, may also cause an environmental investigation report to be prepared on some or all of the acquisition parcels. The City will incorporate in applicable purchase contracts a right of access for environmental testing where an environmental investigation report indicates there may be adverse environmental conditions on the site, and, upon completion of such a purchase contract, the City will conduct such environmental testing.

If the acquisition efforts result in the filing of an eminent domain action, the City will seek court approval for such a right of access for purposes of performing such environmental testing. If no such court approval is granted, the City will cease acquisition efforts for the applicable parcel unless a mutual agreement to continue the acquisition without such environmental testing is reached between the City, the C.H.A., and the Receiver, and written confirmation to continue is obtained from H.U.D. and delivered to the City in a timely manner. In such instances where an eminent domain action is abandoned, the Receiver shall pay the City's and the Property Owner's applicable legal expenses.

In the event that environmental testing is done, any environmental investigation reports and test results shall be forwarded to the Receiver with an estimate of the cost of remediation. Within thirty (30) days of its receipt of such materials, the

Receiver shall advise the City in writing if it will agree to pay the costs of remediation and confirm that specific H.U.D. approval for such acquisition, notwithstanding such disclosed environmental conditions, has been granted. If no such written confirmation is forwarded to the City within the above thirty (30) day period, the City may, in its sole discretion, elect to cease acquisition. If the Receiver does not obtain H.U.D. approval for the cost of remediation and the acquisition of such parcel, the City will not proceed to acquire the property. C.H.A. and the Receiver shall pay any fees and costs, including reasonable attorney's fees for which the City may be liable as a result of the dismissal of an eminent domain suit or the termination of a real estate purchase agreement.

The City in its sole discretion may determine that certain parcels present a likelihood of substantial environment remediation. Therefore the City may require the Receiver or the C.H.A. to obtain an insurance policy in the full amount of the estimated cost of remediation naming the City as an insured party. In the event the Receiver or the C.H.A. fails to obtain such insurance within sixty (60) days of the request, the City shall have no obligation to proceed to acquire said property.

To the extent that remediation may be accomplished through the erection of an engineered barrier or encapsulation of soil, the City shall be under no obligation to remove the adverse environmental condition prior to commencement of construction of the improvements.

Section 8.

Disposition Of Acquired Properties.

The title to the property acquired will remain with the City until such property is sold to a developer, or transferred to the C.H.A. to be ground leased to a developer, for its intended development purpose, or if no such development occurs within seven (7) years of the City's acquisition of such property, the City may elect to either (a) retain title to such property for its own use and reimburse the C.H.A. and/or the Receiver, as applicable (or as otherwise directed by H.U.D.) the costs of acquiring such property, or (b) sell such property for its fair market value and pay the net proceeds from such sale to the C.H.A. and/or the Receiver, as applicable (or as otherwise directed by H.U.D.). Such seven (7) year period may be extended up to three (3) times by a one (1) year extension by the mutual written agreement of the City, the Receiver and the C.H.A. if it is reasonably apparent that the intended development will commence construction within the extension period. If the City elects to retain title to an acquired property which has not been developed within seven (7) years, or within a mutually agreed extension period, the net proceeds from a future sale of such property, less holding costs and any

reimbursements paid to the C.H.A. and/or the Receiver, shall be used in furtherance of the redevelopment plans of the surrounding community. Any sale or election pursuant to this Section 8 shall also be subject to further City Council approval.

Section 9.

Accounting And Records.

The City shall keep an accurate running account for each parcel authorized for acquisition and itemize all associated costs incurred and/or paid for regarding its acquisition, including, but not limited to, costs for Due Diligence Materials. If applicable, D.P.D. shall provide an accounting and supporting documentation for any demolition, remediation, and property management costs associated with such acquisitions (and the City's ownership of such property after such acquisition). The City shall, in cooperation with outside legal counsel, compile quarterly reports for all property acquisition authorized under the terms of this Agreement and distribute them within thirty (30) days of the end of each quarter to O.B.M., C.H.A., and the Receiver. The quarterly reports shall clearly detail by parcel number, all costs incurred, payments received, and invoices outstanding. C.H.A. and the Receiver shall review the quarterly reports and reconcile any discrepancies with D.P.D. and outside counsel. At all other times, the City shall make (and request outside legal counsel to make) the accounts and records available to C.H.A. and the Receiver upon reasonable notice to D.P.D.

Section 10.

Payment Breach.

In the event that the Receiver fails to pay for the property acquisition or any other costs payable by the Receiver under this Agreement within thirty (30) days of the City's request or the request of outside legal counsel, D.P.D. shall issue a notice to the Receiver (with a copy to C.H.A.) that it shall have seven (7) days to cure said default or D.P.D. may cease the acquisition process and be released from any obligation to acquire any further property under the terms of this Agreement. If necessary to pay any unpaid amounts due hereunder, the City may sell any previously acquired properties and reimburse any parties owed monies from the proceeds of such sale, with the net sales proceeds being remitted to the C.H.A. (or as otherwise directed by H.U.D.). If the dismissal or abandonment of any eminent domain proceeding filed pursuant to this Agreement, or failure to perform any real

estate contract, results in the City's liability for costs, damages, and/or reasonable attorney's fees, the Receiver and C.H.A. shall be responsible to pay said costs.

Section 11.

Headings/Definitions.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof. The term "Business Day" when used in this Agreement shall include Monday through Friday and exclude Saturday, Sunday and any national (or City) holidays.

Section 12.

Governing Law.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois.

Section 13.

Entire Agreement; Effect Of Gautreaux.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Notwithstanding the above, nothing in this Agreement is intended to modify the order entered August 14, 1987 (the "Receivership Order") by the United States District Court for the Northern District of Illinois (the "Gautreaux Court") or any subsequent order issued pursuant to *Gautreaux vs. C.H.A., et al.*, Number 66 C 1459. In the event of any inconsistency between this Agreement and such orders, the terms of the Receivership Order shall control. However, the C.H.A.'s and the Receiver's execution and submission of Exhibits A and B

pursuant to Section 2 shall constitute a representation and warranty as of the date of such submission that all required revitalization orders, consents or other applicable approvals required under *Gautreaux vs. C.H.A., et al.*, Number 66 C 1459, if any, have previously been obtained, or, if not obtained, the C.H.A. and Receiver reasonably and in good faith believe that any required approvals can be obtained in due course at the appropriate time.

Neither this Agreement nor any such action of the Receiver under it shall create any duties or obligations on the part of the Receiver in the personal capacity of Daniel E. Levin or The Habitat Company L.L.C., but shall bind the Receiver solely in its receivership capacity.

Section 14.

Severability.

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

Section 15.

Notices.

Any notice, demand or communication required or permitted to be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

City of Chicago
Department of Planning
and Development
121 North LaSalle Street
Room 1000 -- City Hall
Chicago, Illinois 60602
Attention: Commissioner
Fax Number: (Omitted for printed
purposes)

and

City of Chicago
Office of Budget and Management
121 North LaSalle Street
Room 604
Chicago, Illinois 60602
Attention: Budget Director
Fax Number: (Omitted for printing
purposes)

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street
Room 1610
Chicago, Illinois 60602
Attention: Real Estate Division
Fax Number: (Omitted for printing
purposes)

and to:

Shelsky & Froelich Ltd.
444 North Michigan Avenue
Suite 2500
Chicago, Illinois 60611
Attention: Greg Ward
Fax Number: (Omitted for printing
purposes)

If To The C.H.A.:

The Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661
Attention: Chief Executive Officer

with a copy to:

The Office of the General Counsel
200 West Adams Street
Chicago, Illinois 60606
Attention: General Counsel
Fax Number: (Omitted for printing
purposes)

If To The Receiver:

The Habitat Company L.L.C.
350 West Hubbard Street
Room 430
Chicago, Illinois 60610

Any notice, demand or communication given pursuant to either clause (a) shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) Business Days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 16.

The parties acknowledge that the City has retained outside legal counsel to assist in the performance of certain of the obligations of the City and Law hereunder and may, in connection with the prosecution of eminent domain actions, retain additional legal counsel to assist in the prosecution of such actions. Where such retention of and delegation to outside legal counsel has occurred, references to the City or Law performing some required action shall be construed to refer to outside legal counsel taking such action on the City's behalf. The C.H.A. and the Receiver consent to such retention and delegation of responsibility and agree that the City shall in no event be required to advance funds or otherwise pay the fees and expenses of such outside legal counsel, which fees and expenses shall be the responsibility of the Receiver. Invoices for such outside legal counsel's fees and expenses shall be submitted to the Receiver which shall pay such invoices within thirty (30) days of receipt.

Section 17.

The acquisitions commenced under the Original I.G.A., which are listed on (Sub)Exhibit E attached hereto and made a part hereof, shall, on and after the date hereof, be completed in accordance with the terms of this Agreement. Any amounts due and payable with respect to such previously commenced acquisitions shall be paid by the Receiver to the same extent and in the same manner as if such amounts had been incurred under the terms of this Agreement.

In Witness Whereof, The City and C.H.A. have each caused this Agreement to be duly executed on or as of the day and year above first written.

City of Chicago,
an Illinois municipal corporation,
acting by and through its
Department of Planning and
Development

By: _____
Commissioner

Chicago Housing Authority

By: _____
Chief Executive Officer

Daniel E. Levin and
The Habitat Company L.L.C., not
personally, but in their official
capacity as Receiver

By: _____
Executive Vice President

[(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this
Intergovernmental Agreement with Chicago Housing
Authority printed on pages 30165 through 30170
of this *Journal*.]

9/1/2004

REPORTS OF COMMITTEES

30165

(Sub)Exhibit "A".
(To Intergovernmental Agreement With
Chicago Housing Authority)

Sample Form.

EXHIBIT A - SAMPLE FORM

CONFIDENTIAL

PROJECT NAME: _____

REQUEST TO ACQUIRE PROPERTY

Address	PIN	Owner	Description	O/U*	Assess Value	Acquisition Authority
1234 S. Street	99-99-999-999	T. Owner	1 story commercial	O	\$75,000	Central West TIF

*Indicates occupied (O) or unoccupied (U)

By: _____
Chief Executive Officer
Chicago Housing Authority

Date: _____

By: _____
Commissioner
Department of Planning and Development

Date: _____

By: _____
Executive Vice-President
The Habitat Company LLC, as Receiver

Date: _____

(Sub)Exhibit "B".
(To Intergovernmental Agreement With
Chicago Housing Authority)

Sample Form.

EXHIBIT B - SAMPLE FORM

CONFIDENTIAL

PROJECT NAME: _____

REQUEST TO SEND OFFER

Parcel	Address	PIN	Owner	Description	O/U*	Assessed Value	Estimated Relocation, Property Management, and Demolition
12-1	1234 S. Street	99-99-999-999	T. Owner	1 story commercial	O	\$75,000	\$68,000

*Indicates occupied (O) or unoccupied (U)

By: _____
Chief Executive Officer
Chicago Housing Authority

by: _____
Commissioner
Department of Planning and Development

Date: _____

By: _____
Executive Vice-President
The Habitat Company LLC, as Receiver

Date: _____

(Sub)Exhibit "C".
(To Intergovernmental Agreement With
Chicago Housing Authority)

Sample Form.

EXHIBIT C - SAMPLE FC

CONFIDENTIAL

PROJECT NAME: _____

APPROVAL OF NEGOTIATED SETTLEMENT

Parcel	Address	PIN	Owner	Description	O/U*	Assessed Value	Estimated Relocation, Property Management, and Demolition
12-1	1234 S. Street	99-99-999-999	T. Owner	1 story commercial	O	\$75,000	\$68,000

*Indicates occupied (O) or unoccupied (U)

By: _____
Chief Executive Officer
Chicago Housing Authority

Date: _____

by: _____
Commissioner
Department of Planning and Development

Date: _____

By: _____
Executive Vice-President
The Habitat Company LLC, as Receiver

Date: _____

(Sub)Exhibit "D".

(To Intergovernmental Agreement With
Chicago Housing Authority)

Sample Form.

EXHIBIT D - SAMPLE FORM

CONFIDENTIAL

PROJECT NAME: _____

APPROVAL TO FILE CONDEMNATION COMPLAINT

Parcel	Address	PIN	Owner	Description	O/U*	Assessed Value	Estimated Relocation, Property Management, and Demolition
12-1	1234 S. Street	99-99-999-999	T. Owner	1 story commercial	O	\$75,000	\$68,000

*Indicates occupied (O) or unoccupied (U)

By: _____
Chief Executive Officer
Chicago Housing Authority

Date: _____

By: _____
Commissioner
Department of Planning and Development

Date: _____

By: _____
Executive Vice-President
The Habitat Company LLC, as Receiver

Date: _____

(Sub)Exhibit "E".
(To Intergovernmental Agreement With
Chicago Housing Authority)

*Properties Currently Being Acquired By City Of Chicago On Behalf
Of The Chicago Housing Authority (July 14, 2004).*

(Page 1 of 2)

Development	Address	Pin	Description	Lot Size
Madden Wells	3800 S Lake Park	17-35-101-075	Vacant Lot	11,307
Madden Wells	3835 S Lake Park	17-35-104-004	Vacant Lot	5,275
Madden Wells	3839 S Lake Park	17-35-104-005	Vacant Lot	25,883
Madden Wells	3849 S Lake Park	17-35-104-006	Vacant Lot	21,150
Madden Wells	3859 S Lake Park	17-35-104-007	Vacant Lot	4,158
Madden Wells	3861 S Lake Park	17-35-104-008	Vacant Lot	6,728
Madden Wells	3863 S Lake Park	17-35-104-009	Vacant Lot	702
Madden Wells	3865 S Lake Park	17-35-104-010	Vacant Lot	11,800
Madden Wells	3900 S Lake Park	17-35-103-010	Vacant Lot	3,000
Madden Wells	3902 S Lake Park	17-35-103-011	Vacant Lot	3,000
Madden Wells	3801 S. Ellis	17-35-101-035	Vacant Lot	
Madden Wells	3801 S. Ellis	17-35-101-036	Vacant Lot	
Madden Wells	3913 S Lake Park	17-35-104-023	Demo 2-3 Story Bld.	
Madden Wells	3747 S. Cottage Grove	17-34-421-096	1/2 vacant, Med Center	
Madden Wells	3749 S. Cottage Grove	17-34-421-098	Demo Liquor Store	
Madden Wells	3755 S. Cottage Grove	17-34-421-099A	Vacant Lot	3,304
Madden Wells	3755 S. Cottage Grove	17-34-421-099B	Vacant Lot	3,304
Madden Wells	857 E. Pershing	17-35-103-002	Occup. Commercial	2,806
Madden Wells	914-24 E. Oakwood	17-35-104-022	Unoccup. Commercial	12,440
Madden Wells	914-24 E. Oakwood	17-35-104-023	Unoccup. Commercial	12,440
Madden Wells	900-12 E. Oakwood	17-35-104-024	Vacant Lot	14,052

(Sub)Exhibit "E".
(To Intergovernmental Agreement With
Chicago Housing Authority)

*Properties Currently Being Acquired By City Of Chicago On Behalf
Of The Chicago Housing Authority (July 14, 2004).*

(Page 2 of 2)

Development	Address	Pin	Description	Lot Size
Madden Wells	3916 S Lake Park	17-35-103-013	Vacant Lot	3,125
ABLA	1301-03 Roosevelt	17-20-102-021	Vacant Lot	3,936
ABLA	1307 Roosevelt	17-20-102-020	Vacant Lot	1,968
ABLA	1309-11 Roosevelt	17-20-102-019	Vacant Lot	3,936
ABLA	1313 Roosevelt	17-20-102-018	Vacant Lot	2,050
ABLA	1315 Roosevelt	17-20-102-017	Vacant Lot	1,968
ABLA	1319-21 Roosevelt	17-20-102-016	Vacant Lot	4,018
ABLA	1323 Roosevelt	17-20-102-015	Vacant Lot	3,125
ABLA	1325 Roosevelt	17-20-102-014	Vacant Lot	2,050
ABLA	1329 Roosevelt	17-20-102-013	Vacant Lot	2,050
ABLA	1331 Roosevelt	17-20-102-012	Vacant Lot	2,050
ABLA	1333 Roosevelt	17-20-102-011	Vacant Lot	3,125
ABLA	1337 Roosevelt	17-20-102-010	Vacant Lot	2,214
ABLA	1339 Roosevelt	17-20-102-009	Vacant Lot	2,156
ABLA	1341 Roosevelt	17-20-102-008	Vacant Lot	2,156
ABLA	1345 Roosevelt	17-20-102-007	Vacant Lot	2,050
ABLA	1347-49 Roosevelt	17-20-102-053	Vacant Lot	4,100
ABLA	1351 Roosevelt	17-20-102-004	Vacant Lot	2,050
ABLA	1353 Roosevelt	17-20-102-003	Vacant Lot	2,050
ABLA	1357 Roosevelt	17-20-102-002	Vacant Lot	2,148
ABLA	1359 Roosevelt	17-20-102-001	Improved - Mike & Sons	2,146

Continued in Volume II
on page 30171

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

COPY



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

Regular Meeting -- Wednesday, September 1, 2004

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Continued from Volume I
on page 30170

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTIONS 27.30 AND 27.210 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTIONS OF
NORTH WELLS STREET AND WEST
WASHINGTON BOULEVARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Walter Burnett, Jr. (which was referred on July 21, 2004), to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsections 4-60-022 (27.30) and 4-60-022 (27.210), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 31, 2004.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting subsections 4-60-022 (27.30) and 4-60-022 (27.210).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 13.280 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES ON
PORTION OF SOUTH PULASKI ROAD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Frank Olivo (which was referred on

July 21, 2004), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (13.280), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 31, 2004.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (13.280).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION
OF SUBSECTION 39.37 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION OF
WEST LAWRENCE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Margaret Laurino (which was referred on July 21, 2004), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (39.37), begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 31, 2004.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (39.37).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

PERMISSION GRANTED TO GETHSEMANE GARDEN CENTER
TO HOLD SIDEWALK SALE AT 5739 -- 5801
NORTH CLARK STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order introduced by Alderman Mary Ann Smith (which was referred on July 21, 2004), directed to the Department of Transportation to permit Gethsemane Garden Center to conduct a sidewalk sale, begs leave to recommend that Your Honorable Body *Pass* the order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on August 31, 2004.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Gethsemane Garden Center for the conduct of a sidewalk sale at 5739 -- 5801 North Clark Street, Saturday, September 11, 2004 and Sunday, September 12, 2004, during the hours of 9:00 A.M. to 6:00 P.M.

**COMMITTEE ON SPECIAL EVENTS
AND CULTURAL AFFAIRS.**

**AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY SPECIAL
EVENT PERMITS AND LICENSES, FREE OF CHARGE, TO
PARTICIPANTS IN VARIOUS EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration two ordinances for the issuance of specified licenses and permits, free of charge, to the participants in various events (one direct introduction and one referred July 21, 2004). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinances which were transmitted herewith on August 31, 2004 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Holy Family Church.
(Holy Family Parish Jazz Festival)

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

SECTION 1. That the Commissioner of Buildings, Executive Director of Construction and Permits, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water Management, the Commissioner of Fire and the Director of the Department of Revenue are hereby authorized and directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Holy Family Church for Holy Family Parish Jazz Festival to be held August 20, 2004, on the premises known as 1000 to 1099 South May Street.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Jane De Chantal.
(Saint Jane De Chantal Family Fest)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Jane de Chantal (all festival participants and applicants) for Saint Jane de Chantal Family Fest, to be held September 11 and 12, 2004 on the premises known as 5252 South Austin Avenue.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR ISSUANCE OF SPECIFIED PERMITS AND
LICENSES, FREE OF CHARGE, IN CONJUNCTION
WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for the issuance of specified permits and licenses, free of charge, in conjunction with various events. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on August 31, 2004 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Electrical Permit, PA System And Chairs.

*Mexican American Youth Athletic Association/
6th Annual Amateur Boxing Show.*

Ordered, That the Department of Revenue and the Department of Transportation are hereby authorized and directed to issue, free of charge, the following licenses and permits to the participants in the Mexican American Youth Athletic Association (M.A.Y.A.A.) for their 6th Annual Amateur Boxing Show to be held at the Daley Center on Wednesday, August 4, 2004, during the hours of 9:00 A.M. to 3:30 P.M.:

Electrical Permit; PA System and chairs.

Food Vendor And Itinerant Merchant Licenses.

Irish American Cultural Festival.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to issue, free of charge, the following permits to the Irish American Heritage Center, 4626 North Knox Avenue, in conjunction with their Cultural Festival to be held July 9 to 11, 2004:

1. Food Vendor; and
2. Itinerant Merchant Licenses.

Food Vendor And Liquor Licenses.

*Assumption B.V.M. Parish Organization/Assumption
B.V.M. Anniversary Picnic.*

Ordered, That the Director of the Department of Revenue issue the following licenses and permits, free of charge, to the Assumption B.V.M. Parish Organization for the Assumption B.V.M. Anniversary Picnic to take place on Sunday, August 15, 2004, at 2434 South California Avenue, during the hours of 1:00 P.M. to 6:00 P.M.:

Liquor and Food Vendor Licenses.

*Special Event, Street Closure, Tent Erection Permits, Food
Vendor, Itinerant Merchant And Raffle Licenses.*

Beverly Hills Cycling Classic.

Ordered, That the Director of the Department of Revenue issue, free of charge, Street Closure Permit, Food Vendor, Raffle License, Special Event Permits, Tent Erection, Itinerant Merchant Licenses and all other fees applicable for the following events to be held in the 19th Ward: Beverly Hills Cycling Classic, 10650 South Longwood Avenue, July 9, 2004.

Be It Further Ordered, That this order shall take effect upon its passage and publication.

Street Closure Permits.

*Plaza Garibaldi/Plaza Azteca Festival/Ms. Norma
Martinez/Mexican Cultural Festival.
(September 6, 2004)*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue the following licenses and/or permits, Street Closures and any

other fees, free of charge, to the Plaza Garibaldi/Plaza Azteca Festival, Norma Martinez, 1106 West Lawrence Avenue, for the conduct of a Mexican Cultural Festival, to be held at the California Health Park, located at 2800 South California Avenue, on Monday, September 6, 2004, during the hours of 12:00 P.M. to 8:00 P.M.

*Plaza Garibaldi/Plaza Azteca Festival/Ms. Norma
Martinez/Mexican Cultural Festival.
(September 12, 2004)*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue the following licenses and/or permits, Street Closures and any other fees, free of charge, to the Plaza Garibaldi/Plaza Azteca Festival, Norma Martinez, 1106 West Lawrence Avenue, for the conduct of a Mexican Cultural Festival, to be held at the California Health Park, located at 2800 South California Avenue, on Sunday, September 12, 2004, during the hours of 12:00 P.M. to 8:00 P.M.

*Street Closure, Tent Erection Permits, Food Vendor
And Itinerant Merchant Licenses.*

*African International House's African
Festival Of The Arts.*

Ordered, That the Director of the City Department of Revenue issue, free of charge, the following licenses and permits to the participants in the Africa International House's African Festival of the Arts to be held in Washington Park, from September 3 through September 6, 2004 from 10:00 A.M. to 10:30 P.M., daily:

Food Vendor Licenses;

Itinerant Merchant Licenses;

Street Closure Permit; and

Tent Erection Permit.

*Streets And Sanitation, Tent Erection Permits,
Food Vendor And Liquor Licenses.*

Saint Rita Of Cascia 100th Year Block Party Reunion.

Ordered, That the City of Chicago Department of Revenue issue, free of charge, the following licenses and permits, to the participants in the Saint Rita of Cascia 100th Year Block Party Reunion sponsored by Saint Rita High School, 7740 South Western Avenue, to be held on school property on Saturday, August 28, 2004, during the hours of 5:00 P.M. until Midnight:

Food Vendor License;

Liquor License;

Tent Permit; and

Streets and Sanitation Permit.

Tent Permits.

Irish American Cultural Festival.

Ordered, That the Directors of the Department of Revenue and Department of Buildings are hereby authorized and directed to issue the tent permit, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Irish American Heritage Center, 4626 North Knox Avenue, for a Cultural Festival July 7 to 11, 2004.

*Miscellaneous Permits, Licenses
And Other Enterprises.*

30th Annual Arts And Crafts Festival.

Ordered, That the Commissioner of the Department of Revenue issue, free of charge, licenses, permits and other enterprises, to the participants in the 30th Annual Arts and Crafts Festival, sponsored by Dusable Museum of African American History, Saturday, July 10, 2004, during the hours of 11:00 A.M. to 8:00 P.M. and Sunday, July 11, 2004, during the hours of 11:00 A.M. to 8:00 P.M., at 740 East 56th Place (the Sunken Garden).

AUTHORIZATION FOR WAIVER OF SPECIFIED FEES
IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a proposed ordinance and orders for fee waivers in conjunction with various events. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance and orders which were transmitted herewith on August 31, 2004 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

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

Nays -- None.

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

The following are said ordinance and orders as passed (the italic heading in each case not being a part of the ordinance or order):

Building Structures And Tent Permit Fees.

9th Annual Christkindlmarket 2004.

Ordered, That the Director of the Department of Buildings is hereby authorized and directed to waive the permit fees for tents and all building structures in connection with 9th Annual Christkindlmarket 2004 to take place on Daley Plaza, 66 West Washington Street and Block 37, 111 North Dearborn Street, from November 25, 2004 through December 22, 2004. The hours will be Sunday through Thursday, from 11:00 A.M. to 8:00 P.M. and Friday and Saturday 11:00 A.M. to 9:00 P.M.

*Canopy Erection, Street Closure Permits, Food Vendor
And Itinerant Merchant License Fees.*

Bucktown Arts Fest.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the following fees for Bucktown Arts Fest, to be held at Senior Citizens Park at 2300 North Oakley Avenue, 2300 West Lyndale Street and 2300

West Belden Avenue Saturday, August 28, 2004, from 11:00 A.M. to 7:00 P.M. and Sunday, August 29, 2004, from 11:00 A.M. to 7:00 P.M.:

Canopy Erection fee;

Itinerant Merchants License fees;

Food Vendor License fees; and

Street Closure fee,

Canopy Erection, Street Closure, Tent Permit, Food Vendor And Itinerant Merchant License Fees.

Ninth Annual Korean Street Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the following fees for the Ninth Annual Korean Street Festival, to be held on West Bryn Mawr Avenue, from North Kimball Avenue to North Kedzie Avenue on August 14 and 15, 2004, Canopy Erection fee, Tent Permit fees, Itinerant Merchant License fees, Food Vendor License fees and Street Closure Permit fees.

Food Vendor And Itinerant Merchant License Fees.

Gold Coast Art Fair 2004.

Ordered, That the Director of the Department of Revenue is hereby advised to waive the Itinerant Merchant License fees and Food Vendor License fees for the Gold Coast Art Fair 2004, to be held on LaSalle, Superior, Huron, Erie and Wells Streets, on the sidewalks and in the street on Superior, LaSalle to Franklin and on Huron, LaSalle to Franklin Streets, August 6, 7 and 8, 2004, hosted by Amdur Productions.

Jazz Heritage Fest 2004.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant and Food Vendor License fees for participants in Jazz Heritage Fest 2004 organized by Jazz Unites Inc., to be held August 7, 2004, from 10:00 A.M. to 9:00 P.M. and August 8, 2004, from 10:00 A.M. to 9:00 P.M. at the South Shore Cultural Center grounds, 7059 South South Shore Drive.

Millenium Park Opening Gala.

Ordered, That the Department of Revenue and the Department of Transportation are hereby authorized and directed to waive all license and permit fees issued in conjunction with the Millennium Park Opening Gala which will take place on Saturday, July 24, 2004 in Millennium Park, from 5:30 P.M. to 1:00 A.M.

Peruvian Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant and Food Vendor License fees for the Peruvian Festival which will take place in Daley Plaza on July 21, 22 and 23, 2004, from 10:30 A.M. to 3:00 P.M. each day.

*Mechanical Rides Permit, Food Vendor And
Itinerant Merchant License Fees.*

Gage Park Festival.

Ordered, That the Director of Buildings is hereby authorized and directed

to waive the permit fees for Mechanical Rides Permit, Food Vendor and Itinerant Merchant License fees to take place at Gage Park, 2411 West 55th Street, from August 12, 2004 through August 15, 2004. The hours will be Thursday, from 5:30 P.M. to 10:30 P.M., Friday, from 5:30 P.M. to 11:00 P.M., Saturday, from 2:30 P.M. to 11:00 P.M. and Sunday, from 2:30 P.M. to 10:00 P.M.

Raffle License Fee.

Inspiration Corporation.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Special Event Raffle License fee (Code 1625) in the amount of \$100.00 for Inspiration Corporation, located at 4554 North Broadway for their annual raffle for the period beginning August 16, 2004 and ending on August 15, 2005.

Street Closure Permit Fees.

UNCF Walk-Run-Bike-Skate-Athon.

Ordered, That the Director of the Department of Revenue and the Commissioner of Transportation, waive the Street Closure Permit fees for the UNCF Walk-Run-Bike-Skate-Athon which will be held at Upper Hutchinson Field on September 11, 2004, during the hours of 8:00 A.M. to 1:00 P.M. and is being sponsored by the United Negro College Fund. This event is being organized by Chicago Special Events Management, 1960 North Clybourn Avenue, rear building.

Street Closure Permit And Food Vendor License Fees.

Saint Agnes Church Augustfest 2004.

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

SECTION 1. That the Director of the Department of Revenue and the Commissioner of the Department of Transportation of the City of Chicago are hereby authorized and directed to waive the Street Closing Permit fee and Food Vendor License fees for all of the participants in the Saint Agnes Church Augustfest 2004, to be held August 13 through August 15, 2004 on South Central Park Avenue, from West 26th Street to West 27th Street. This event is sponsored by Saint Agnes Church, 2651 South Central Park Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Street Closure Permit And Itinerant Merchant License Fees.

Susan G. Komen Race For The Cure.

Ordered, That the Director of the Department of Revenue and the Commissioner of Transportation waive the Itinerant Merchant License fees and Street Closure Permit fees for the Susan G. Komen Race for the Cure which will take place on Saturday, October 2, 2004 at Columbus and Balbo. This event will take place from 8:00 A.M. until 1:00 P.M.. The set-up for the event will take place on Friday, October 1, 2004, from 10:00 A.M. until 5:00 P.M.. This event is being organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building).

*Street Closure, Tent Erection Permit, Food Vendor,
Itinerant Merchant And Raffle License Fees.*

Knights Of Columbus/10th Ward Chili Cook-Off.

Ordered, That the Director of the Department of Revenue waive the following license and/or permit fees in conjunction with Knights of Columbus/10th Ward Chili

Cook-Off located at 11207 South Ewing Avenue, to be held on August 14, 2004, during the hours of 9:00 A.M. to 11:00 P.M.:

Food Vendor and Itinerant Merchant Licenses;

Permit for erection of tents;

Permit for street closing; and

Raffle License.

Saint Florian Church Festival.

Ordered, That the Director of the Department of Revenue waive the following license and/or permit fees in conjunction with Saint Florian Church Festival located at 13145 South Houston Avenue, to be held on August 28, 2004, during the hours of 7:00 A.M. to 10:00 P.M.:

Food Vendor and Itinerant Merchant Licenses;

Permit for erection of tents;

Permit for street closing; and

Raffle License.

Saint Francis Church Festival.

Ordered, That the Director of the Department of Revenue waive the following license and/or permit fees in conjunction with the Saint Francis Church Festival located at 10201 South Ewing Avenue, to be held on August 14 and 15, 2004, during the hours of 8:00 A.M. to 11:00 P.M.:

Food Vendor and Itinerant Merchant Licenses;

Permit for erection of tents;

Permit for street closing; and

Raffle license.

*The Veteran's Park/Veteran's Park Improvement Association/
Veteran's Park Men's Association Annual
Neighborhood Bocce Festival.*

Ordered, That the Director of the Department of Revenue waive the following license and/or permit fees in conjunction with the Veteran's Park/Veteran's Park Improvement Association/Veteran's Park Men's Association Annual Neighborhood Bocce Festival located at 2820 East 98th Street, to be held on August 14, 2004, during the hours of 9:00 A.M. to 7:00 P.M.:

Food Vendor and Itinerant Merchant Licenses;

Permit for erection of tents;

Permit for street closing; and

Raffle License.

Tent Erection Permit Fees.

*Queen Of All Saints Basilica's 75th
Anniversary Celebration.*

Ordered, That the Commissioner of the Department of Buildings is hereby advised and directed to waive the fees in connection with the installation of a tent at 6280

North Sauganash Avenue for Queen of All Saints Basilica for the period of September 17, 2004 through September 19, 2004.

*Tent Erection Permit, Food Vendor, Itinerant
Merchant And Raffle License Fees.*

Sacred Heart Church/Benefit For Jack Golich.

Ordered, That the Director of the Department of Revenue waive the following licenses and/or permit fees in conjunction with Sacred Heart Church/Benefit for Jack Golich located at 2864 East 96th Street, to be held on church grounds on September 17, 2004, during the hours of 5:00 P.M. to 12:00 P.M.:

Food Vendor and Itinerant Merchant Licenses;

Permit for erection of tents; and

Raffle License.

**AUTHORIZATION FOR WAIVER OF PERMIT FEES FOR
CONDUCT OF SIDEWALK SALE ON PORTIONS
OF WEST DEVON AVENUE.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September, 1, 2004.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, had under consideration a proposed order to waive the Itinerant Merchant License fees, Food Vendor License fees, Street Closure Permit fees and Tent Erection fee for the West Ridge Chamber of Commerce (formerly Devon North Town Business & Professional Association) located at 2720 West Devon Avenue, Chicago, Illinois 60659, for the conduct of a sidewalk sale on West Devon Avenue from 8:00 A.M. to 8:00 P.M. for the following dates: August 20, 21, 22 September 17, 18 and 19, 2004, to be held at the following locations:

Daveco, 2454 West Devon Avenue;

Regal Traders, 2616 West Devon Avenue;

Sari Sapne, 2623 West Devon Avenue; and

Ashina Exclusives, 2638 West Devon Avenue,

in the 50th Ward referred July 21, 2004. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on August 31, 2004 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of Revenue and the Commissioner of Transportation are hereby authorized and directed to waive all permit fees to the West Ridge Chamber of Commerce (formerly Devon North Town Business and Professional Association) 2720 West Devon Avenue, for the conduct of a sidewalk sale on West Devon Avenue, from 8:00 A.M. to 8:00 P.M. for the following dates: August 20, 21 and 22, 2004; and September 17, 18 and 19, 2004, at the following locations:

Daveco, 2454 West Devon Avenue;

Regal Traders, 2616 West Devon Avenue;

Sari Sapne, 2623 West Devon Avenue; and

Ashina Exclusive, 2638 West Devon Avenue.

This order shall take effect and be in force upon its passage and publication.

PERMISSION GRANTED TO SPECIFIED APPLICANTS
FOR CONDUCT OF SIDEWALK SALES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration two orders to grant permission to specified applicants for the conduct of sidewalk sales at various locations (referred July 21, 2004). The Committee begs leave to

recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on August 31, 2004 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Alcala's Western Wear.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Alcala's Western Wear to hold a sidewalk sale at 1729 -- 1737 West Chicago Avenue on September 3, 4, 5 and 6, 2004, during the hours of 9:00 A.M. to 7:00 P.M.

Alphabetique.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Alphabetique located at 701 West Armitage Avenue for the conduct of a sidewalk sale at 701 West Armitage Avenue, to be held on Saturday, July 17, 2004, during the hours of 10:00 A.M. to 6:00 P.M. and Sunday, July 18, 2004, during the hours of 12:00 P.M. to 5:00 P.M.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 4, September 4, 2003, January 14, May 5, 26 and June 23, 2004) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
1	800 North Campbell Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (04-00927232);
27	West Walton Street (south side) from a point 30 feet west of North Franklin Street, to a point 25 feet west thereof -- 8:00 A.M. to 5:00 P.M. -- loading zone/tow-away zone (04-00973851);

Ward	Location
27	West Fulton Street (south side) from a point 100 feet east of North Morgan Street, to a point 20 feet east thereof -- 10:00 A.M. to 10:00 P.M. -- Monday through Saturday -- loading zone/tow-away zone (04-01183926);
30	North Long Avenue (west side) from a point 30 feet north of West Fullerton Avenue, to a point 65 feet north thereof -- 30 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday (04-00974098);
30	West Armitage Avenue (north side) from a point 120 feet east of North Karlov Avenue, to a point 20 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday and Saturday -- 10:00 A.M. to 5:00 P.M. (03-00946561);
30	North Hamlin Avenue (east side) from a point 20 feet south of West Belmont Avenue, to a point 25 feet south thereof -- 30 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 4:00 P.M. to 12:00 A.M. (04-00974068);
32	North Damen Avenue (east side) from a point 360 feet south of West Dickens Avenue, to a point 22 feet south thereof -- loading zone/tow-away zone -- 10:00 A.M. to 10:30 P.M. (04-00726517);
42	East Wacker Place (south side) from a point 110 feet east of North Wabash Avenue, to a point 44 feet east thereof -- loading zone/tow-away zone -- 11:00 A.M. to 12:30 A.M. (04-00739393);

Ward	Location
45	North Knox Avenue (east side) from a point 85 feet north of West Wilson Avenue, to a point 25 feet north thereof -- loading zone/disabled -- at all times (04-00746661);
45	West Montrose Avenue (south side) from a point 195 feet east of North Keeler Avenue, to a point 60 feet east thereof -- loading zone/tow-away zone -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (04-01185052);
50	West Devon Avenue (north side) from a point 96 feet east of North Rockwell Street, to a point 35 feet east thereof.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed June 4, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2493) which reads:

“West North Avenue (south side) from a point 55 feet east of North St. Louis Avenue, to a point 21 feet east thereof -- loading zone -- 8:00 A.M. to 8:30 P.M. -- Monday through Friday”

by striking the above (26th Ward) (04-00131868).

SECTION 2. Amend ordinance passed May 10, 1978 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 7743) which reads:

"North Halsted Street (west side) from a point 20 feet south of West Cornelia Avenue, to a point 30 feet south thereof -- loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday"

by striking:

"30 feet south and 8:00 A.M. to 6:00 P.M."

and inserting:

"44 feet south and 10:00 A.M. to 12:00 Midnight -- tow-away zone" (44th Ward) (04-00744890).

SECTION 3. Amend ordinance passed October 4, 1989 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 5523) which reads:

"North Sheffield Avenue (east side) from a point 25 feet north of West Barry Avenue, to a point 25 feet north thereof -- loading zone/tow-away zone -- 4:00 P.M. to 2:00 A.M."

by striking:

"4:00 P.M. to 2:00 A.M."

and inserting:

"11:00 A.M. to 2:00 A.M." (44th Ward) (04-00985487).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 5 and 26, 2004) proposed ordinances to establish and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Vehicular Traffic Movement.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
18	West 84 th Street, from West Columbus Avenue to South Pulaski Road -- westerly (04-00723402);
31	West Parker Avenue, from North Cicero Avenue to the first alley east thereof -- westerly (04-00974137).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed June 4, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2499) which reads:

“West Dickens Avenue, from North Hamlin Avenue to the first alley east of North Pulaski Road”

by striking:

“the first alley east of North Pulaski Road”

and inserting:

“North Avers Avenue -- westerly” (30th Ward) (04-00973914).

SECTION 2. Repeal ordinance passed October 14, 1959 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 1008) which reads:

"West Le Moyne Street, from North Noble Street to North Elston Avenue -- easterly"

by striking the above (32nd Ward) (04-00726495).

SECTION 3. Repeal ordinance passed October 14, 1959 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 1008) which reads:

"North Noble Street, from West Le Moyne Street to West North Avenue -- southerly"

by striking the above (32nd Ward) (04-00726631).

SECTION 4. Amend ordinance passed January 14, 1998 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 60018) which reads:

"West 113th Street, from South State Street to South Wentworth Avenue"

by striking:

"westerly"

and inserting:

"easterly" (34th Ward) (04-00726694).

SECTION 5. Amend ordinance passed July 9, 1958 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 8033) which reads:

"South Montvale Avenue, from South Homewood Avenue to South Vincennes Avenue -- easterly"

by striking:

"South Vincennes Avenue"

and inserting:

"South Davol Street" (34th Ward) (04-00728027).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING METER
AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 23, 2004) proposed ordinances to establish and amend parking meters, begs leave to recommend that Your Honorable Body do *Pass* the proposed amended substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Meter Areas.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location And Limitation
42	East Illinois Street (north side) from North Michigan Avenue to Navy Pier-- 25 cents for 15 minutes -- 2 hour limit -- 8:00 A.M. to 9:00 P.M.;
42	East Grand Avenue (north side) from North Michigan Avenue to Navy Pier -- 25 cents for 15 minutes -- 8:00 A.M. to 9:00 P.M. -- 2 hour limit;
43	613 to 623' West Diversey Parkway (south side) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday and 10:00 A.M. to 8:00 P.M. -- Sundays -- 25 cents for 30 minutes -- 2 hour limit (2 meters designated as red top meters) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday and 10:00 A.M. to 8:00 P.M. -- Sundays -- 25 cents for 15 minutes -- 30 minute limit.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Meter Areas..

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

SECTION 1. Amend parking meters to include Sunday, from 10:00 A.M. to 8:00 P.M.. Do not include "wrap around on residential street" for North Sheffield Avenue, from West Diversey Parkway to West Wolfram Street (both sides) of North Sheffield Avenue (44th Ward).

SECTION 2. Amend parking meters related to 1113 West Berwyn Avenue (south side) from North Winthrop Avenue to North Broadway -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday -- 25 cents for 1 hour -- 2 hour maximum

by striking:

"1 hour -- 2 hour maximum"

and inserting:

"15 minutes -- 15 minute maximum" (48th Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 5, July 9, December 17, 2003, February 11, March 10, 31, May 5, 26, June 23, July 21 and August 31, 2004) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Prohibition At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way as indicated:

Ward	Location
8	South Avalon Avenue (both sides) from East 76 th Street to East 77 th Street -- at all times (04-00950539);
30	3900 block of West George Street (south side) from North Pulaski Road to the first alley east (04-00540273).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed December 29, 1972 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 4931) which reads:

“North LaSalle Street (west side) from a point 145 feet north of West Burton Place, to a point 30 feet north thereof”

by striking:

“parking prohibited -- at all times”

and inserting:

“loading zone/tow-away zone -- 10:00 A.M. to 11:00 P.M.” (43rd Ward) (04-00985028).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Establishment Of Parking Prohibition At All Times.
(Except For Disabled)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location And Permit Number
1	At 2955 North Fairfield Avenue -- Disabled Parking Permit 41729;
5	At 1333 East 72 nd Place -- Disabled Parking Permit 35326;
5	At 1462 East 69 th Street -- Disabled Parking Permit 41776;
5	At 1330 East 56 th Street -- Disabled Parking Permit 34457;
6	At 7036 South Union Avenue -- Disabled Parking Permit 32815;
6	At 8129 South Evans Avenue -- Disabled Parking Permit 37608;
6	At 8126 South Vernon Avenue -- Disabled Parking Permit 40534;
6	At 7608 South St. Lawrence Avenue -- Disabled Parking Permit 40535;

Ward	Location And Permit Number
6	At 503 East 89 th Place -- Disabled Parking Permit 41963;
6	At 7112 South Champlain Avenue -- Disabled Parking Permit 32317;
6	At 7145 South St. Lawrence Avenue -- Disabled Parking Permit 25801;
6	At 115 West 74 th Street -- Disabled Parking Permit 35762;
8	At 7251 South Ridgeland Avenue -- Disabled Parking Permit 41721;
8	At 7753 South East End Avenue -- Disabled Parking Permit 42160;
9	At 10123 South Forest Avenue -- Disabled Parking Permit 41983;
9	At 10812 South Forest Avenue -- Disabled Parking Permit 39689;
11	At 537 West 44 th Street -- Disabled Parking Permit 41867;
11	At 3407 South Marshfield Avenue -- Disabled Parking Permit 37432;
11	At 2948 South Normal Avenue -- Disabled Parking Permit 40671;
11	At 3605 South Hamilton Avenue -- Disabled Parking Permit 40476;
11	At 3428 South Hermitage Avenue (signs posted at 3424 South Hermitage Avenue) Disabled Parking Permit 38364;

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Ward	Location And Permit Number
11	At 2926 South Shields Avenue -- Disabled Parking Permit 41854;
12	At 4208 South Washtenaw Avenue -- Disabled Parking Permit 40473;
12	At 3261 South Bell Avenue -- Disabled Parking Permit 40475;
12	At 3605 South Hamilton Avenue -- Disabled Parking Permit 40476;
12	At 4358 South Hermitage Avenue -- Disabled Parking Permit 40471;
12	At 4432 South Honore Street -- Disabled Parking Permit 40472;
12	At 2526 South Whipple Street -- Disabled Parking Permit 40782;
13	At 3845 West 64 th Street -- Disabled Parking Permit 40494;
13	At 5817 West 59 th Street -- Disabled Parking Permit 38732;
13	At 6210 South Tripp Avenue -- Disabled Parking Permit 37173;
13	At 3908 West 70 th Street -- Disabled Parking Permit 40564;
13	At 3723 West 60 th Street -- Disabled Parking Permit 40561;
13	At 6124 South Mayfield Avenue -- Disabled Parking Permit 37132;
13	At 4401 West 81 st Street -- Disabled Parking Permit 40498;

Ward	Location And Permit Number
15	At 6744 South Campbell Avenue -- Disabled Parking Permit 41339;
15	At 6320 South Maplewood Avenue -- Disabled Parking Permit 41332;
15	At 6331 South Maplewood Avenue -- Disabled Parking Permit 41368;
15	At 6734 South Hermitage Avenue -- Disabled Parking Permit 41076;
15	At 6624 South Sacramento Avenue -- Disabled Parking Permit 39790;
15	At 6530 South Washtenaw Avenue -- Disabled Parking Permit 40636;
15	At 5641 South Wolcott Avenue -- Disabled Parking Permit 41707;
15	At 2505 West 69 th Street -- Disabled Parking Permit 40084;
16	At 4916 South Wood Street -- Disabled Parking Permit 38996;
16	At 1412 West 61 st Street -- Disabled Parking Permit 42066;
16	At 6132 South Morgan Street -- Disabled Parking Permit 42065;
16	At 2108 West 50 th Place -- Disabled Parking Permit 42063;
17	At 7637 South Carpenter Street -- Disabled Parking Permit 38900;
17	At 7152 South Honore Street -- Disabled Parking Permit 40077;

Ward	Location And Permit Number
17	At 7307 South Union Avenue -- Disabled Parking Permit 41361;
17	At 7323 South Hermitage Avenue -- Disabled Parking Permit 41374;
17	At 7611 South Aberdeen Street -- Disabled Parking Permit 40074;
17	At 7813 South Bishop Street -- Disabled Parking Permit 41266;
17	At 7217 South Honore Street -- Disabled Parking Permit 40068;
17	At 7521 South Honore Street -- Disabled Parking Permit 41280;
17	At 7506 South Wentworth Avenue -- Disabled Parking Permit 41363;
17	At 7152 South Wolcott Avenue -- Disabled Parking Permit 41185;
17	At 1415 West 73 rd Street -- Disabled Parking Permit 39182;
18	At 7410 South Campbell Avenue -- Disabled Parking Permit 38321;
18	At 8116 South Hermitage Avenue -- Disabled Parking Permit 39433;
18	At 3858 West 82 nd Place -- Disabled Parking Permit 30650;
18	At 8221 South Winchester Avenue -- Disabled Parking Permit 30652;
18	At 7837 South Hoyne Avenue -- Disabled Parking Permit 30657;

Ward	Location And Permit Number
18	At 8142 South Hermitage Avenue -- Disabled Parking Permit 39441;
18	At 8641 South Hermitage Avenue -- Disabled Parking Permit 39440;
18	At 7355 South Richmond Street -- Disabled Parking Permit 39431;
18	At 8036 South Trumbull Avenue -- Disabled Parking Permit 39437;
18	At 1719 West 83 rd Street -- Disabled Parking Permit 40413;
18	At 8612 South Marshfield Avenue -- Disabled Parking Permit 41726;
18	At 2105 West 82 nd Place -- Disabled Parking Permit 30669;
18	At 3441 West 71 st Place -- Disabled Parking Permit 39444;
18	At 8045 South Campbell -- Disabled Parking Permit 41002;
18	At 8552 South Seeley Avenue (signs posted at 2032 West 86 th Street) Disabled Parking Permit 30671;
18	At 8546 South Knox Avenue -- Disabled Parking Permit 30667;
18	At 2341 West 80 th Place -- Disabled Parking Permit 30668;
18	At 8453 South Wolcott Avenue -- Disabled Parking Permit 30666;

Ward	Location And Permit Number
21	At 9118 South Emerald Avenue -- Disabled Parking Permit 41232;
21	At 8037 South Justine Street -- Disabled Parking Permit 39459;
21	At 8618 South Loomis Boulevard -- Disabled Parking Permit 41730;
21	At 8939 South Marshfield Avenue -- Disabled Parking Permit 38802;
21	At 8240 South Peoria Street -- Disabled Parking Permit 38717;
21	At 1215 West 97 th Street -- Disabled Parking Permit 40202;
21	At 221 West 90 th Place -- Disabled Parking Permit 40211;
21	At 9026 South Bishop Street -- Disabled Parking Permit 39457;
21	At 8322 South May Street -- Disabled Parking Permit 38786;
21	At 9006 South Carpenter Street -- Disabled Parking Permit 39453;
22	At 3042 South Avers Avenue -- Disabled Parking Permit 41199;
22	At 3230 South Karlov Avenue -- Disabled Parking Permit 39411;
22	At 2711 South Kildare Avenue -- Disabled Parking Permit 36753;
23	At 5420 South Kildare Avenue -- Disabled Parking Permit 41470;

Ward	Location And Permit Number
23	At 4443 West 53 rd Street -- Disabled Parking Permit 40225;
23	At 5432 South Harding Avenue -- Disabled Parking Permit 40707;
23	At 5716 South Meade Avenue -- Disabled Parking Permit 40235;
24	At 1913 South Trumbull Avenue -- Disabled Parking Permit 41404;
25	At 843 South Loomis Street -- Disabled Parking Permit 41531;
25	At 2309 West 25 th Street -- Disabled Parking Permit 37809;
26	At 3229 West Beach Avenue -- Disabled Parking Permit 40624;
26	At 2142 North Spaulding Avenue -- Disabled Parking Permit 39138;
26	At 2142 North Central Park Avenue -- Disabled Parking Permit 40363;
27	At 933 North Drake Avenue -- Disabled Parking Permit 38467;
28	At 4126 West End Avenue -- Disabled Parking Permit 41582;
29	At 1722 North Meade Avenue -- Disabled Parking Permit 41029;
29	At 5215 West Quincy Street -- Disabled Parking Permit 41520;
29	At 1652 North Merrimac Avenue -- Disabled Parking Permit 41517;

Ward	Location And Permit Number
30	At 3036 North Major Avenue -- Disabled Parking Permit 40317;
30	At 2506 North Avers Avenue -- Disabled Parking Permit 41911;
31	At 5105 West Altgeld Street -- Disabled Parking Permit 25378;
31	At 2201 North Keating Avenue -- Disabled Parking Permit 32121;
34	At 10021 South Peoria Street -- Disabled Parking Permit 41674;
34	At 1643 West Montvale Avenue -- Disabled Parking Permit 41677;
34	At 12212 South Lowe Avenue -- Disabled Parking Permit 41662;
34	At 1712 West Montvale Avenue -- Disabled Parking Permit 39814;
34	At 11515 South Aberdeen Street -- Disabled Parking Permit 41301;
34	At 12035 South Lafayette Avenue -- Disabled Parking Permit 41968;
35	At 3022 West Diversey Avenue -- Disabled Parking Permit 39224;
36	At 3150 North Odell Avenue -- Disabled Parking Permit 42170;
38	At 5334 West Roscoe Street -- Disabled Parking Permit 40718;
38	At 5640 West Grace Street -- Disabled Parking Permit 40719;

Ward	Location And Permit Number
38	At 5058 West Henderson Street -- Disabled Parking Permit 40724;
40	At 6506 North Bosworth Avenue -- Disabled Parking Permit 40168;
43	At 1313 North Ritchie Court -- Disabled Parking Permit 38689;
45	At 5752 North Mango Avenue -- Disabled Parking Permit 40966;
45	At 5914 North Mason Avenue -- Disabled Parking Permit 42221;
45	At 5139 North Mason Avenue -- Disabled Parking Permit 40976;
45	At 5053 West Winona Street -- Disabled Parking Permit 37697;
47	At 2101 West Waveland Avenue (signs posted on North Hoyne Avenue) Disabled Parking Permit 41716;
48	At 7318 North Hamilton Avenue -- Disabled Parking Permit 40626;
48	At 5235 North Winthrop Avenue -- Disabled Parking Permit 41733;
50	At 7410 North Washtenaw Avenue -- Disabled Parking Permit 41097;
50	At 6533 North Campbell Avenue -- Disabled Parking Permit 42517;
50	At 6628 North Seeley Avenue -- Disabled Parking Permit 42303;

Ward

Location And Permit Number

50

At 6031 North Kimball Avenue --
Disabled Parking Permit 41092.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Disabled Permit Parking.

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

SECTION 1. Removal of Disabled Parking Permit 27806 for 2448 North Washtenaw Avenue (1st Ward).

SECTION 2. Removal of Disabled Parking Permit 17916 for 1158 East 54th Street (4th Ward).

SECTION 3. Removal of Disabled Parking Permit 3082 for 1306 -- 1308 East 56th Street (5th Ward).

SECTION 4. Removal of Disabled Parking Permit 31057 for 6742 South East End Avenue (5th Ward).

SECTION 5. Removal of Disabled Parking Permit 8937 for 1330 East 56th Street (5th Ward).

SECTION 6. Removal of Disabled Parking Permit 18702 for 7327 South Chappel Avenue (5th Ward).

SECTION 7. Removal of Disabled Parking Permit 13914 for 7339 South Chappel Avenue (5th Ward).

SECTION 8. Removal of Disabled Parking Permit 15768 for 521 East 91st Place (6th Ward).

SECTION 9. Removal of Disabled Parking Permit 32776 for 2413 East 73rd Street (7th Ward).

SECTION 10. Removal of Disabled Parking Permit 3223 for 9422 South Vernon Avenue (9th Ward).

SECTION 11. Removal of Disabled Parking Permit 1362 for 3725 South Hermitage Avenue (11th Ward).

SECTION 12. Removal of Disabled Parking Permit 26777 for 433 West 38th Street (11th Ward).

SECTION 13. Removal of Disabled Parking Permit 33472 for 4527 South Washtenaw Avenue (12th Ward).

SECTION 14. Removal of Disabled Parking Permit 7274 for 2415 West 46th Place (12th Ward).

SECTION 15. Removal of Disabled Parking Permit 21366 for 3748 South Rockwell Street (12th Ward).

SECTION 16. Removal of Disabled Parking Permit 30537 for 6153 South Parkside Avenue (13th Ward).

SECTION 17. Removal of Disabled Parking Permit 10266 for 5119 South Maplewood Avenue (14th Ward).

SECTION 18. Removal of Disabled Parking Permit 29317 for 5002 South Winchester Avenue (16th Ward).

SECTION 19. Removal of Disabled Parking Permit 9555 for 5749 South Aberdeen Street (16th Ward).

SECTION 20. Removal of Disabled Parking Permit 35512 for 7117 South Carpenter Street (17th Ward).

SECTION 21. Removal of Disabled Parking Permit 10260 for 3516 West 78th Street (18th Ward).

SECTION 22. Removal of Disabled Parking Permit 9681 for 4601 South Hermitage Avenue (signs installed on side at 1714 West 46th Street) (20th Ward).

SECTION 23. Removal of Disabled Parking Permit 5837 for 5635 South Meade Avenue (23rd Ward).

SECTION 24. Removal of Disabled Parking Permit 19486 for 5241 South Monitor Avenue (23rd Ward).

SECTION 25. Removal of Disabled Parking Permit 1704 for 5305 South Newcastle Avenue (23rd Ward).

SECTION 26. Removal of Disabled Parking Permit 21494 for 1952 South Christiana Avenue (24th Ward).

SECTION 27. Removal of Disabled Parking Permit 20283 for 4315 West Van Buren Street (24th Ward).

SECTION 28. Removal of Disabled Parking Permit 16190 for 1410 West Flourney Street (25th Ward).

SECTION 29. Removal of Disabled Parking Permit 15984 for 1826 North Whipple Street (26th Ward).

SECTION 30. Removal of Disabled Parking Permit 33407 for 3437 West Evergreen Avenue (26th Ward).

SECTION 31. Removal of Disabled Parking Permit 15583 for 3243 West Evergreen Avenue (26th Ward).

SECTION 32. Removal of Disabled Parking Permit 15921 for 2422 West Ohio Street (26th Ward).

SECTION 33. Removal of Disabled Parking Permit 17330 for 3432 West Potomac Avenue (26th Ward).

SECTION 34. Removal of Disabled Parking Permit 20993 for 1943 North Keeler Avenue (30th Ward).

SECTION 35. Removal of Disabled Parking Permit 6858 for 4137 West Oakdale Avenue (31st Ward).

SECTION 36. Removal of Disabled Parking Permit 29945 for 5457 West George Street (31st Ward).

SECTION 37. Removal of Disabled Parking Permit 17586 for 4831 West Barry Avenue (31st Ward).

SECTION 38. Removal of Disabled Parking Permit 32500 for 10525 South Peoria Street (34th Ward).

SECTION 39. Removal of Disabled Parking Permit 4564 for 1937 North Sawyer Avenue (35th Ward).

SECTION 40. Removal of Disabled Parking Permit 38606 for 2631 North Fairfield Avenue (35th Ward).

SECTION 41. Removal of Disabled Parking Permit 15105 for 2334 North Menard Avenue (37th Ward).

SECTION 42. Removal of Disabled Parking Permit 13836 for 2232 North Monitor Avenue (37th Ward).

SECTION 43. Removal of Disabled Parking Permit 32205 for 4818 West Concord Place (37th Ward).

SECTION 44. Removal of Disabled Parking Permit 29630 for 5519 West Newport Avenue (38th Ward).

SECTION 45. Removal of Disabled Parking Permit 27570 for 4555 West Carmen Avenue (39th Ward).

SECTION 46. Removal of Disabled Parking Permit 32746 for 5704 North Kedvale Avenue (39th Ward).

SECTION 47. Removal of Disabled Parking Permit 14460 for 5123 North Winchester Avenue (40th Ward).

SECTION 48. Removal of Disabled Parking Permit 28915 for 7625 West Farragut Avenue (41st Ward).

SECTION 49. Removal of Disabled Parking Permit 25554 for 5116 North Lovejoy Avenue (45th Ward).

SECTION 50. Removal of Disabled Parking Permit 29236 for 3522 North Pine Grove Avenue (46th Ward).

SECTION 51. Removal of Disabled Parking Permit 19129 for 4902 North McCutcheon Terrace (48th Ward).

SECTION 52. Removal of Disabled Parking Permit 28584 for 1531 West Farwell Avenue (49th Ward).

SECTION 53. Removal of Disabled Parking Permit 20167 for 1355 West Estes Avenue (49th Ward).

SECTION 54. Removal of Disabled Parking Permit 25598 for 6949 North Sheridan Road (signs posted at 1154 -- 1156 West Morse Avenue) (49th Ward).

SECTION 55. Removal of Disabled Parking Permit 27823 for 6334 North Richmond Street (50th Ward).

SECTION 56. Removal of Disabled Parking Permit 36530 for 6430 North Francisco Avenue (50th Ward).

SECTION 57. Removal of Disabled Parking Permit 13285 for 6622 North Sacramento Avenue (50th Ward).

SECTION 58. Removal of Disabled Parking Permit 16804 for 6223 North Bell Avenue (50th Ward).

SECTION 59. Removal of Disabled Parking Permit 16805 for 2914 West Rosemont Avenue (50th Ward).

SECTION 60. Removal of Disabled Parking Permit 13285 for 6622 North Sacramento Avenue (50th Ward).

SECTION 61. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Establishment Of Parking Prohibition
During Specified Hours.*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated, during the hours specified:

Ward

Location

8

South South Chicago Avenue (both sides)
from East 79th Street to East 87th Street
-- 9:00 P.M. to 6:00 A.M. (April 1 through
October 1, 2004) (04-00950488);

Ward	Location
19	South Christiana Avenue (east side) from West 111 th Street to a point 100 feet north thereof -- 3:00 P.M. to 5:00 P.M. -- Saturday and Sunday -- all day -- 2% Disabled (04-00723765);
20	South Calumet Avenue (east side) from East 63 rd Street to a point 315 feet south thereof -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday -- reserved parking for school staff only (04-00474974);
43	West Fullerton Avenue (south side) from North Halsted Street to a point 200 feet west thereof -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (rush hours).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Amend ordinance related to West North Avenue (both sides) from North Ashland Avenue to North Damen Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday

by striking:

“(both sides) 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.”

and inserting:

“(east side) 7:00 A.M. to 9:00 A.M. and (west side) 4:00 P.M. to 6:00 P.M.”
(1st Ward).

SECTION 2. Amend ordinance related to West Fullerton Avenue (both sides) from North Southport Avenue to North Ashland Avenue (south side) 7:00 A.M. to 9:00 A.M. and (north side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday

by striking:

“North Southport Avenue”

and inserting:

“North Greenview Avenue” (32nd Ward).

SECTION 3. Amend ordinance passed May 10, 1989 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 878) which reads:

“North Sheridan Road (west side) from West Catalpa Avenue to West Balmoral Avenue”

by striking:

“parking prohibited except Sundays -- 9:00 A.M. to 1:00 P.M.”

and inserting:

“tow-away zone” (48th Ward) (04-01185400).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Limitation During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the area indicated during the hours specified:

Ward

Location

19

South Western Avenue (west side) from
West 116th Street to West 118th Street --
1 hour -- 8:00 A.M. to 4:00 P.M. -- all
days (04-00723823).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. Amend ordinance passed October 28, 1978 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 8553) which reads:

"East 106th Street (both sides) from South Avenue H to South Avenue L"

by striking the above and adding:

"East 106th Street (both sides) from South Avenue J to South Avenue L -- 2 hour parking -- 9:00 A.M. to 6:00 P.M." (10th Ward) (04-00950750).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location
1	2500 block of West Palmer Street (both sides) between North Maplewood Avenue and North Campbell Avenue (extension to Zone 102);
1	1800 block of West Superior Street -- at all times (Zone 1156);
1	2800 block of North Talman Avenue (east side) at all times (Zone 1157);
1	2500 block of West Cortez Street (both sides) at all times (Zone 1158);
2	1300 block of West Grenshaw Street (north side) between South Loomis Street and South Throop Street -- at all times (extension to Zone 783);
2	2600 block of South Prairie Avenue between East 2600 and East 2800 Place -- at all times (extension to Zone 1129);
2	2600 -- 2800 South Indiana Avenue between East 26 th Street and East 28 th Place -- at all times (Zone 1129);
9	12100 to 12122 South Indiana Avenue (west side only) at all times (Zone 1140);
13	4500 block of West 62 nd Street (north side) between the first alley east from South Kolmar Avenue to dead end (extension to Zone 936);

Ward	Location
13	Wrap corner on South Kildare Avenue, from West 59 th Street to the first alley north between West 58 th Street and West 59 th Street (extension to Zone 345);
13	South side wrap corner on South Kildare Avenue, from West 59 th Street to the first alley south (4301 -- 4325 West 59 th Street, between West 59 th Street and West 60 th Street) and South Kolin Avenue, from West 59 th Street to the first alley south between West 59 th Street and West 60 th Street (extension to Zone 345);
13	4900 block of West 64 th Street (both sides) from South Laporte Avenue to South Lamon Avenue -- at all times (Zone 1159);
14	3000 block of West 57 th Street between South Albany Avenue to the first alley east thereof -- at all times (extension to Zone 723);
30	4300 block of West Dickens Avenue, from North Kildare Avenue to North Kostner Avenue -- at all times (Zone 1160);
31	4000 block of West Barry Avenue, from North Karlov Avenue to the first alley east thereof -- at all times (Zone 1161);
31	3000 block of North Linder Avenue (both sides) at all times (Zone 1162);
31	5200 block of West Wrightwood Avenue (south side) from the first alley west of North Laramie Avenue to North Lockwood Avenue (Zone 1163);

Ward	Location
32	3100 block of North Hoyne Avenue (both sides) between 3106 -- 3147 North Hoyne Avenue -- 6:00 P.M. to 6:00 A.M. -- Sunday through Saturday (Zone 1155);
36	6600 block of West Melrose Street, from North Natoma Avenue to the first alley east of North Natoma Avenue (both sides) at all times (Zone 1164);
40	2800 block of West Carmen Avenue (south side) between North Francisco Avenue and North California Avenue -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday (extension to Zone 994);
40	5000 block of North Francisco Avenue (east side) between West Carmen Avenue and West Argyle Street and 5000 block of North Mozart Street (both sides) between West Carmen Avenue and West Argyle Street -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday (Zone 994);
41	5700 block of North Octavia Avenue (both sides) 7:00 A.M. to 4:00 P.M. -- Monday through Friday (Zone 1165);
47	2200 block of West Leland Avenue (both sides) between North Lincoln Avenue and North Leavitt Street (2204 -- 2268 West Leland Avenue) 9:00 A.M. to 11:00 A.M. -- Monday through Friday (Zone 1048).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Removal of Zone 1106 for the 8700 block of South Harper Avenue (8th Ward).

SECTION 2. Amend ordinance related to the 5800 block of South Kolmar Avenue between West 58th Street and West 59th Street

by striking:

“6:00 A.M. to 6:00 P.M. -- Monday through Friday”

and inserting:

“at all times” (Zone 345) (13th Ward).

SECTION 3. Removal of Zone 941 for 7600 block of South Green Street between West 76th Street and West 77th Street (17th Ward).

SECTION 4. Removal of Zone 757 for 11300 -- 11500 South Homewood Avenue and 11300 -- 11423 South Hermosa Avenue (19th Ward).

SECTION 5. Removal of Zone 30 for 5600 South Sayre Avenue between West 56th Street and West 57th Street (23rd Ward).

SECTION 6. Amend ordinance by adding Zone 142 to the 500 block of West Wisconsin Street (south side only) between North Cleveland Avenue and North Mohawk Street -- 10:00 P.M. to 6:00 A.M. -- all days (43rd Ward).

SECTION 7. Amend ordinance related to the 2000 block of North Burling Street (west side) between West Dickens Avenue and West Armitage Avenue -- 6:00 P.M. to Midnight

by striking:

“Midnight”

and inserting:

“6:00 A.M.” (Zone 143) (43rd Ward).

SECTION 8. Removal of Zone 76 for 5700 block of North Parkside Avenue between North Elston Avenue and West Seminole Street (45th Ward).

SECTION 9. Amend ordinance related to the 4900 block of North Winchester Avenue

by striking:

"Zone 1135"

and inserting:

"Zone 62 signs" (47th Ward).

SECTION 10. Amend ordinance related to the 6200 block of North Maplewood Avenue between West Rosemont Avenue and West Granville Avenue -- time change only -- 8:00 A.M. to 9:00 P.M. -- all days except Fridays -- 12:30 P.M. to 2:30 P.M. (Zone 448) (50th Ward).

SECTION 11. Amend ordinance related to 6200 block of North Campbell Avenue between West Rosemont Avenue and West Granville Avenue -- time change only -- 8:00 A.M. to 9:00 P.M. -- all days except Fridays -- 12:30 P.M. to 2:30 P.M. (Zone 448) (50th Ward).

SECTION 12. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATIONS
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 5 and June 23, 2004) proposed ordinances to establish speed limitations, begs leave to

recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward

Location

45

North Medina Avenue, from North
Melvina Avenue to North Milwaukee
Avenue -- 25 miles per hour (04-
00746712);

Ward	Location
45	West Argyle Street, from North Lockwood Avenue to North Cicero Avenue -- 25 miles per hour (04-01185090);
45	North Menard Avenue, from West Higgins Avenue to West Foster Avenue -- 25 miles per hour (04-00746326).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC
LANE TOW-AWAY ZONES ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 31, May 5, 26, June 23, July 21 and August 31, 2004) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward

Location

1

North California Avenue (west side) from a point 20 feet south of West Wabansia Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- use flashers -- 8:00 A.M. to 10:00 P.M. -- tow-away zone (04-00711579);

Ward

Location

1

West Belmont Avenue (north side) from a point 50 feet west of North Oakley Boulevard, to a point 50 feet west thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday -- tow-away zone (04-00711627);

1

West Belmont Avenue (north side) from a point 50 feet west of North Oakley Boulevard, to a point 50 feet west thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday -- tow-away zone (04-00711627);

1

West North Avenue (south side) from a point 60 feet east of North Wolcott Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday -- tow-away zone (04-00948303);

2

South Wabash Avenue (west side) from a point 180 feet north of West Cermak Road, to a point 25 feet north thereof -- 15 minute standing zone -- use flashers -- 10:00 A.M. to 10:00 P.M. -- tow-away zone (04-01177638);

2

West Madison Street (south side) from a point 100 feet east of South Aberdeen Street, to a point 25 feet east thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 8:00 P.M. -- tow-away zone (04-00947350);

Ward	Location
11	West 35 th Street (north side) from a point 50 feet west of South Emerald Avenue, to a point 25 feet west thereof -- 15 minute standing zone, -- use flashers -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone (04-00722913);
13	South Pulaski Road (east side) from a point 100 feet south of West 60 th Street, to a point 25 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- at all times (04-00723004);
25	South Tan Court (south side) from a point 30 feet east of South Princeton Avenue, to a point 68 feet east thereof -- 15 minute standing zone -- use flashers -- 8:00 A.M. to 6:30 P.M. -- Monday through Saturday -- tow-away zone (04-00724352);
25	West 22 nd Place (north side) from a point 125 feet west of South Wentworth Avenue, to a point 25 feet west thereof -- 15 minute standing zone -- use flashers -- tow-away zone (04-01183810);
26	West Fullerton Avenue (north side) from a point 80 feet west of North Kimball Avenue, to a point 20 feet west thereof -- 15 minute standing zone -- use flashers -- 7:00 A.M. to 8:00 P.M. -- tow-away zone (04-00973736);
27	West Jackson Boulevard (north side) from a point 20 feet east of South Green Street, to a point 100 feet east thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 12:00 A.M. -- tow-away zone (04-01184049);

Ward	Location
32	North Lincoln Avenue (west side) from a point 270 feet north of West Cornelia Avenue, to a point 30 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday (04-01211776);
32	West Armitage Avenue (north side) from a point 65 feet east of North Leavitt Street, to a point 23 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 1:00 P.M. to 9:00 P.M. -- Monday through Thursday (04-00540876);
39	West Carmen Avenue (both sides) from North Kimball Avenue to a point 446 feet east thereof -- 12:00 A.M. to 6:00 A.M. -- Monday through Friday;
42	North Dearborn Street (east side) from West Ontario Street to a point 55 feet north thereof -- no stopping/no standing/no parking/tow-away zone (04-00984856);
43	West Division Street (north side) from a point 230 feet west of North Wells Street, to a point 25 feet west thereof -- 15 minute standing zone -- use flashers -- tow-away zone (04-00985264);
44	West Newport Avenue (south side) from a point 20 feet east of North Southport Avenue, to a point 25 feet east thereof -- 15 minute standing zone -- use flashers -- 6:00 A.M. to 11:00 P.M. -- tow-away zone (0400985446);

Ward	Location
44	North Broadway (west side) from West Belmont Avenue to a point 69 feet north thereof --tow-away zone (04-00744832);
44	North Halsted Street (west side) from a point 22 feet north of West Brompton Avenue (property line) to a point 20 feet north thereof -- 15 minute standing zone -- use flashers -- 10:00 A.M. to 10:00 P.M. -- all days -- tow-away zone (04-00985614);
44	West Belmont Avenue (south side) from a point 84 feet west of North Clark Street, to a point 21 feet west thereof -- 15 minute standing zone -- use flashers -- 10:00 A.M. to 10:00 P.M. -- tow-away zone (04-00745011);
44	North Kenmore Avenue (east side) from a point 20 feet south of West Belmont Avenue, to a point 20 feet south thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 10:00 P.M. -- tow-away zone (04-00544309);
44	North Halsted Street (west side) from a point 40 feet north of West Diversey Avenue, to a point 40 feet north thereof -- 15 minute standing zone -- use flashers -- 8:00 A.M. to 7:00 P.M. -- tow-away zone (04-00744954);
44	North Broadway (east side) from a point 132 feet south of West Aldine Avenue (north leg) to a point 23 feet south thereof -- 15 minute standing zone -- use flashers -- 9:00 A.M. to 11:00 P.M. -- tow-away zone (04-00744973);

Ward	Location
44	North Broadway (west side) from a point 119 feet north of West Belmont Avenue, to a point 33 feet north thereof -- 15 minute standing zone -- use flashers -- 5:00 A.M. to 11:00 P.M. -- tow-away zone (04-00985747);
44	North Broadway (east side) from West Stratford Place to a point 39 feet south thereof -- at all times (04-01385287);
46	North Broadway (east side) from a point 29 feet south of West Dakin Street (property line) to a point 25 feet south thereof -- 15 minute standing zone -- use flashers -- 10:00 A.M. to 10:00 P.M. -- tow-away zone (04-00547934);
46	North Clarendon Avenue (east side) from a point 326 feet north of West Sheridan Road, to a point 25 feet north thereof -- 15 minute standing zone -- use flashers -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday -- tow-away zone (04-00547825);
46	West Winona Street (south side) from a point 30 feet west of North Broadway, to a point 30 feet west thereof and West Winona Street (north side) from a point 25 feet west of North Broadway, to a point 15 feet west thereof -- 15 minute standing zone -- use flashers -- tow-away zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (04-00547876);
50	West Fitch Avenue (north side) from a point 180 feet west of North Western Avenue, to a point 157 feet west thereof and from a point 245 feet west of North Artesian Avenue, to a point 282 feet west thereof -- 7:00 A.M. to 9:00 A.M. -- Thursdays only.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Repeal ordinance passed March 29, 1962 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 6933) which reads:

"West 77th Street, from South Troy Street to South Albany Avenue -- 8:00 A.M. to 10:00 A.M. -- tow-away zone"

by striking the above (18th Ward) (04-00723566).

SECTION 2. Amend ordinance passed March 28, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 55847) which reads:

"North Lincoln Park West (east side) from a point 100 feet south of West Dickens Avenue, to a point 25 feet south thereof -- 15 minute standing zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday"

by striking:

"25 feet" and "Friday"

and inserting:

"35 feet" and "Saturday" (43rd Ward) (04-00985401).

SECTION 3. Repeal ordinance passed September 4, 2003 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 7207) which reads:

"North Broadway (west side) from West Winona Street to a point 45 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- 7:00 A.M. to 9:00 A.M. and 3:30 P.M. to 5:30 P.M. -- Monday through Friday -- tow-away zone"

by striking the above (46th Ward) (04-00544509).

SECTION 4. Repeal ordinance passed February 10, 1999 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 89316) which reads:

West Fitch Avenue, from North Western Avenue to North Rockwell Street -- no parking -- 7:00 A.M. to 9:00 A.M. -- Thursday only -- tow-away zone (50th Ward).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 1, 2004.

To The President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 11, March 31, May 5, 26 and August 31, 2004) proposed ordinances and orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

Said ordinance and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Type Of Sign And Location
1	"All-Way Stop" sign, at North Campbell Avenue and West Belden Avenue (04-00948681);
1	"All-Way Stop" sign, at North Stave Street and West Prindiville Street (04-00948570);
1	"All-Way Stop" sign, at South Stave Street and West Julia Street (04-00949472);
4	"All-Way Stop" sign, at South University Avenue and East 54 th Street (04-00949941);
5	"All-Way Stop" sign, at South University Avenue and East 73 rd Street (04-00717835);

Ward	Type Of Sign And Location
5	"All-Way Stop" sign, at South Park Shore East Court and East 62 nd Street (04-00258219);
5	"Stop" sign, facing north/south on South Stony Island Avenue at East 64 th Street (04-00717898);
5	"Two-Way Stop" sign, stopping east- and westbound traffic at East 67 th Street and South Kimbark Avenue (04-00950385);
9	"Two-Way Stop" sign, at South Edbrooke Avenue and East 122 nd Street (04-00722855);
13	"All-Way Stop" sign, at South Hamlin Avenue and West 61 st Street (04-00718334);
13	"All-Way Stop" sign, at South Linder Avenue and West 63 rd Place (04-00950909);
13	"All-Way Stop" sign, at South Keating Avenue and West 61 st Street (04-00723082);
14	"All-Way Stop" sign, at South St. Louis Avenue and West 48 th Place (04-00955331);
15	"Stop" sign, stopping southbound traffic on South Rockwell Street at West 68 th Street;
16	"All-Way Stop" sign, at South Mozart Street and West 56 th Street (04-00723100);
18	"All-Way Stop" sign, at South Karlov Avenue and West 84 th Street (04-00723201);

Ward	Type Of Sign And Location
18	"All-Way Stop" sign, at South Washtenaw Avenue and West 85 th Street (04-00723241);
18	"Two-Way Stop" sign, stopping South Spaulding Avenue for West 84 th Street (04-00723123);
18	"All-Way Stop" sign, at South Richmond Street and West 81 st Street (04-00955538);
18	"All-Way Stop" sign, at South Richmond Street and West 82 nd Street (04-00955700);
19	"Two-Way Stop" sign, stopping West 116 th Place for South Oakley Avenue (04-00723925);
19	"All-Way Stop" sign, at South Maplewood Avenue and West 112 th Street (04-00956201);
19	"All-Way Stop" sign, at South Oakley Avenue and West 118 th Street (04-00723871);
22	"Stop" sign, stopping southbound traffic at South Keeler Avenue and West 25 th Street;
23	"All-Way Stop" sign, at South Harding Avenue and West 52 nd Street (04-00723973);
23	"All-Way Stop" sign, at South Springfield Avenue and West 53 rd Street (04-00724077);
30	"All-Way Stop" sign, at West Wellington Avenue and North Avers Avenue (04-00540573);

Ward	Type Of Sign And Location
30	"All-Way Stop" sign, at West Schubert Avenue and North Mason Avenue (04-00540666);
30	"All-Way Stop" sign, at North Kedvale Avenue and West Roscoe Street (04-00961762);
30	"Stop" sign, stopping all traffic at the alley of the 2700 block of North Parkside Avenue, North Central Avenue and the 5600 block of West Schubert Avenue, West Diversey Avenue (04-00540720);
33	"Two-Way Stop" sign, stopping north- and southbound traffic on North California Avenue at West Byron Street;
34	"All-Way Stop" sign, at South Wentworth Avenue and West 118 th Street (04-0072652 and 04-00962658);
34	"All-Way Stop" sign, at South Perry Avenue and West 113 th Place (04-00727103);
34	"Two-Way Stop" sign, stopping South Justine Street for West 120 th Street (04-00727016 and 04-00962567);
34	"Two-Way Stop" sign, stopping West 103 rd Place for South Princeton Avenue (04-00962935);
36	"All-Way Stop" sign, at North Newland Avenue and West Medill Avenue (04-00734067);
40	"All-Way Stop" sign, at North Virginia Avenue and West Hollywood Avenue (04-00734468);

Ward	Type Of Sign And Location
42	"All-Way Stop" sign, at North Larrabee Street and West Superior Street (04-00963886).

Erection Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install miscellaneous signs at the below listed location:

Ward	Location
25	1033 to 1099 West Cabrini Street (south side) from South Carpenter Street to South Aberdeen Street -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday -- "Permit Parking For Teachers Only" signs;
30	North Keeler Avenue, from West Henderson Street to West School Street and North Kildare Avenue, from West Henderson Street to West School Street -- "Closed To Traffic" signs. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (04-00725519);
40	West Farragut Avenue (south side) from North Ravenswood Avenue to the first alley west thereof -- "Service Drive/Diagonal Parking" sign.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.*

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

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

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred to the Committee (July 9 and 29, October 1, November 5 and December 17, 2003 and January 14, February 11, March 10 and 31, May 5 and 26, June 23 and July 21, 2004) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
12	2704, 2720 and 2746 West 42 nd Street (in alley). It is against city policy to install traffic signs in alleys because of resulting safety and maintenance problems caused by narrow alley widths. Signs not needed for enforcement. Field study will be made to resolve problem (04-01177934).

Parking Prohibited At All Times -- Disabled:

Ward	Location
8	At 7942 South Maryland Avenue -- Disabled Parking Permit 41650. Number of restricted disabled parking spaces currently installed exceeds the amount allowed for a residential street;
18	At 3441 West 71 st Place -- Disabled Parking Permit 39444. Duplicate ordinance proposal with Permit 39444 was introduced on May 5, 2004;
34	At 32 West 103 rd Place -- Disabled Parking Permit 39123. Fails to meet building zone requirement, zoned C1.1 and insufficient fire hydrant clearance.

Parking Limited:

Ward	Location
24	3028 West Cermak Road -- 15 minute limit between 8:00 A.M. to 8:00 P.M. -- Monday through Sunday. All parking is normally prohibited by ordinance within the right-of-way of an intersection (04-00967118).

Loading Zones:

Ward	Location
1	1723 North Western Avenue -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday. No City Council action necessary for driveway parking prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (04-00947941);
24	3028 West Cermak Road -- 15 minute loading zone except with flashing lights -- 8:00 A.M. to 8:00 P.M. -- Monday through Sunday. Duplicate proposal. Previously recommended on proposal date May 26, 2004 (04-01183352);
24	4650 West Van Buren Street -- at all times (public benefit). Request withdrawn by requestor (04-01183771);
26	2540 to 2548 West Carroll Avenue -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (04-00724629);

Ward	Location
27	775 West Jackson Boulevard -- at all times. This location falls within a bus stop or no parking anytime zone (04-01184086);
27	1222 West Grand Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously not recommended on proposal dated June 23, 2004 (04-01183952);
30	3753 West Belmont Avenue -- 4:00 P.M. to 12:00 A.M. -- all days. Request withdrawn by requestor (04-00973886);
42	458 West Ontario Street -- 10:00 A.M. to 10:00 P.M. -- Monday through Friday and 9:00 A.M. to 7:00 P.M. -- Saturday. Insufficient data to process request. Alderman's office has been notified (04-00543312);
44	3314 North Lake Shore Drive -- 15 minute loading zone/tow-away zone except with flashing lights -- at all times. This location falls within a no parking/tow-away zone (traffic lane) (04-00744908);
44	3304 North Broadway -- 15 minute loading zone except with flashing lights -- 7:00 A.M. to 10:00 P.M. -- Monday through Saturday. Request withdrawn (04-00985550).

Cruising Zone Signs:

Ward

Location

5

South South Chicago Avenue between East 73rd Street and West 79th Street -- 10:00 P.M. to 7:00 A.M.. This request is covered under Title 9, Section 9-12-080 and it reads:

"No person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation of his vehicle or in compliance with law" (04-00472156);

8

South South Chicago Avenue, from 7800 to 8700. This request is covered under Title 9, Section 9-12-080 and it reads:

"No person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation of his vehicle or in compliance with law" (04-00950603).

Miscellaneous Signs:

Ward

Type Of Sign And Location

12

"No Outlet" signs, at the northwest corner of 3500 West 38th Place. Request withdrawn by requestor (04-01178247);

Ward	Location
12	"No Outlet" signs, at the northeast corner of South Sacramento Avenue and West 24 th Street. Request withdrawn by requestor (04-01178205);
12	"Pedestrian Crossing" signs, at 2730 and 2748 West 42 nd Street. No City Council action necessary for warning signs. Requested signs will be posted (04-01178148).

Residential Permit Parking Zones:

Ward	Location
8	8600 block of South Constance Avenue -- 6:00 A.M. to 10:00 P.M. -- Sunday through Saturday. Does not meet parking study;
9	South Prairie Avenue (both sides) from East 103 rd Street to East 104 th Street -- 9:00 A.M. to 6:00 P.M. -- Sunday through Saturday. Does not meet parking study;
12	3700 block of South Rockwell Street, from 3734 to 3758 (west side only) at all times -- all days. Does not meet zoning requirements, zoned M1-2;
14	5500 block of South Spaulding Avenue (both sides) at all times -- all days. Does not meet parking study;
20	6200 block of South Greenwood Avenue (both sides) 12:00 A.M. to 11:59 P.M.. Does not meet parking study;

Ward	Location
20	6100 to 6200 block of South Ellis Avenue (both sides) 12:00 A.M. to 11:59 P.M.. Does not meet parking study;
20	6700 block of South Michigan Avenue (6700 -- 6800) (west side) 8:00 A.M. to 4:00 P.M. -- Monday through Friday. Does not meet parking study;
27	2223 block of West Anson Place -- at all times -- all days. Does not meet zoning requirements, zoned M1-2;
28	4200 block of West West End Avenue (both sides) at all times. Does not meet parking study;
29	5900 block of West Huron Street (both sides) at all times. Does not meet parking study;
34	South Laflin Street between West 118 th Street and West 119 th Street (both sides) at all times. Does not meet parking study;
34	South Union Avenue between West 118 th Street and West 119 th Street (both sides) at all times. Does not meet parking study;
37	4881 West Bloomingdale Avenue and North Lamon Avenue -- at all times. Does not meet parking study.

Speed Limitations:

Ward	Location
18	West 76 th Street, from South Damen Avenue to South Hamilton Avenue -- 20 miles per hour, pursuant to Section 9-12-070(a) of the Municipal Code. The provision of Section 11-601 of the Illinois Vehicle Code shall be applicable on all streets within and under the jurisdiction of the city. The absolute statutory urban speed limit shall be 30 miles per hour on streets and 15 miles per hour in alleys (04-00474892).

Tow-Away Zones:

Ward	Location
2	South State Street (north side) from 11 th Street at South State Street 30 feet east of South State Street -- 15 minute standing zone with flashing lights -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (04-00712319);
2	1509 West Taylor Street (25 feet) 15 minute standing zone with flashing lights -- all days -- 11:00 A.M. to 10:00 P.M.. Request withdrawn by requestor (04-01177665);
34	3100 West 77 th Street -- 8:00 A.M. to 10:00 A.M.. Duplicate proposal. Previously recommended on proposal dated May 5, 2004, T and S Numbered (04-00723566 and 04-00965354);

Ward	Location
42	182 West Lake Street -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- at all times. Insufficient data to process request (04-00979448);
46	1205 West Winona Street -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday. Duplicate proposal dated March 31, 2004 at 1202 West Winona Street (04-00547876).

Traffic Warning Signs:

Ward	Location
1	"Two-Way Stop" signs, stopping east- and westbound traffic on West Fullerton Avenue at the intersection of North Maplewood Avenue. West Fullerton Avenue is an arterial Street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00016615);
1	"Four-Way Stop" signs, at the intersection of West Fullerton Avenue and South Oakley Avenue. West Fullerton Avenue is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00016644);

Ward

Location

1

"Two-Way Stop" signs, stopping north- and southbound traffic on North Damen Avenue at the intersection of West Thomas Street. North Damen Avenue is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00016590);

1

"Stop" sign, stopping southbound traffic on North Fairfield Avenue at the intersection of West George Street. Duplicate proposal. Previously passed on October 2, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 94635). Signs will be installed (04-00949639);

2

"Two-Way Stop" signs, stopping east- and westbound traffic on West Jackson Boulevard at the intersection of South Peoria Street. West Jackson Boulevard is a federal aid route. "Stop" signs are not warranted. Non-warranted "Stop" signs on a federal aid route could increase accidents and jeopardize federal funding for street improvements (04-00949846);

5

"All-Way Stop" signs, for East 62nd Street and South Park Shore East Court. Not recommended. Duplicate proposal. Previously recommended on proposal dated February 11, 2004, T and S Numbered (04-00258219 and 04-00717950);

Ward

Location

5

"Stop" signs, stopping east- and westbound traffic at East 67th Street and South Kimbark Avenue. East 67th Street is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00712479);

15

"Stop" sign, for traffic traveling north to south at 6600 South Kedzie Avenue. South Kedzie Avenue is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00017124);

16

"Four-Way Stop" signs, 6000 South Halsted Street. South Halsted Street is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00955445);

17

"Stop" signs, stopping east- and westbound traffic at 7600 South May Street. West 76th Street is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00017140);

20

"Stop" signs, northeast and northwest corners of intersection of 4900 South Ada Street. Engineering study indicates "Stop" signs are not warranted according to established federal and state standards (03-01948388);

Ward	Location
23	<p>"All-Way Stop" signs, at the intersection of West 59th Street and South Monitor Avenue. West 59th Street is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (03-01330714);</p>
23	<p>"Stop" signs, stopping east- and westbound traffic on West 59th Street at South Nordica Avenue. West 59th Street is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (03-01700779);</p>
23	<p>"Two-Way Stop" signs, for West 52nd Street at South Oak Park Avenue, stopping South Oak Park Avenue. South Oak Park Avenue is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00956434);</p>
34	<p>"Stop" signs, stopping east- and westbound traffic on West 107th Street at South Lafayette Avenue. West 107th Street is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards and could increase accidents (04-00727218);</p>

Ward	Location
34	"Stop" signs, stopping east- and westbound traffic on West 107 th Street at South Lafayette Avenue. Duplicate proposal. Previously not recommended on proposal dated May 5, 2004, T and S Numbered (04-00727218 and 04-00962378);
34	"Stop" sign, South Lowe Avenue at West 116 th Street. Duplicate proposal. Previously passed March 5, 2003 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 105225). Signs are posted (04-00963009);
34	"Stop" signs, stopping north- and southbound traffic on West 113 th Place at South Perry Avenue. Duplicate proposal. Previously recommended on proposal dated May 5, 2004, T and S Numbered (04-00727103 and 04-00727046);
43	"Stop" signs, West Blackhawk Street (east- and westbound traffic) at North Fremont Street. Duplicate proposal. Previously passed May 5, 2004 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 22822). Signs will be installed (04-00744655);
44	"Two-Way Stop" signs, stopping north- and southbound traffic on North Clark Street at West Waveland Avenue. Duplicate proposal. Previously passed May 5, 2004 (<i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 22823) (04-00744758);

Ward	Location
47	"Stop" sign, 250 feet west of North Western Avenue (north side) of West Roscoe Street, facing east (04-00022394).

Weight Limitations:

Ward	Location
12	West 36 th Place, from South California Avenue to South Western Avenue -- 5 tons. The City cannot impose such restrictions against properly licensed vehicles without jeopardizing future federal funding for street improvements (04-01178295);
12	West 38 th Place, from South Kedzie Avenue to South Pershing Road -- 5 tons. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (04-01370067).

Amend Parking Prohibited At All Times:

Ward	Location
45	Removal of "Parking Prohibited At All Times" signs at 4419 North Tripp Avenue. No City Council action necessary for driveway prohibition signs. Signs will be removed (04-01185070).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
8	Removal of Disabled Parking Permit 40522 signs located at 7437 South Drexel Avenue. Withdrew request;
12	Removal of Disabled Parking Permit 21366 signs located at 3748 South Rockwell Street. Duplicate ordinance proposal. Passed with Permit 21366 on June 23, 2004;
35	Removal of Disabled Parking Permit 38606 signs located at 2631 North Fairfield Avenue. Duplicate ordinance proposal with Permit 38606 on June 23, 2004;
36	Removal of Disabled Parking Permit 21457 signs located at 7524 West Belmont Avenue. Duplicate ordinance proposal passed with Permit 21457 on May 26, 2004.

Amend Parking Prohibited During Specified Hours:

Ward	Location
42	Repeal "Parking Prohibited -- 7:00 A.M. To 9:00 A.M. And 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" signs on West Kinzie Street (north side) from North LaSalle Street to North Clark Street. Insufficient data to process request. Alderman's office has been notified (03-01187665).

Amend Loading Zones:

Ward	Location
27	Removal of loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday located at 1222 West Grand Avenue. Request withdrawn by requestor (04-01183846).

Amend Residential Permit Parking Zones:

Ward	Location
2	Extension to Zone 783 -- at all times on West Grenshaw Street between North Loomis Street and North Throop Street. Duplicate ordinance introduced on June 23, 2004.

Amend Single Direction:

Ward	Location
37	Removal of single direction of West Kamerling Avenue, from the first alley to 1332 North Cicero Avenue. Traffic engineering survey indicates proposed one-way would result in hazardous community access problems (04-01184550).

Amend Tow-Away Zones:

Ward

Location

43

Amend existing signs at 1209 North Astor Street, by adding: "15 minute standing zone -- vehicles must have flashing lights -- at all times". Duplicate proposal. Previously passed. Signs will be posted (04-00744730).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

**AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith for grants of privilege in the public way. These ordinances were referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

ADM Milling Company.

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

SECTION 1. Permission and authority are hereby given and granted to ADM Milling Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) railroad switch track at street grade over and across North Elizabeth Street from a point on the east line thereof one hundred ninety (190) feet north of the north line of West Carroll Avenue, to a

point on the west line thereof one hundred eighty (180) feet north of the north line of West Carroll Avenue adjacent to its premises known as 1300 West Carroll Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035656 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 12, 2004.

[Drawing referred to in this ordinance printed
on page 30266 of this *Journal*.]

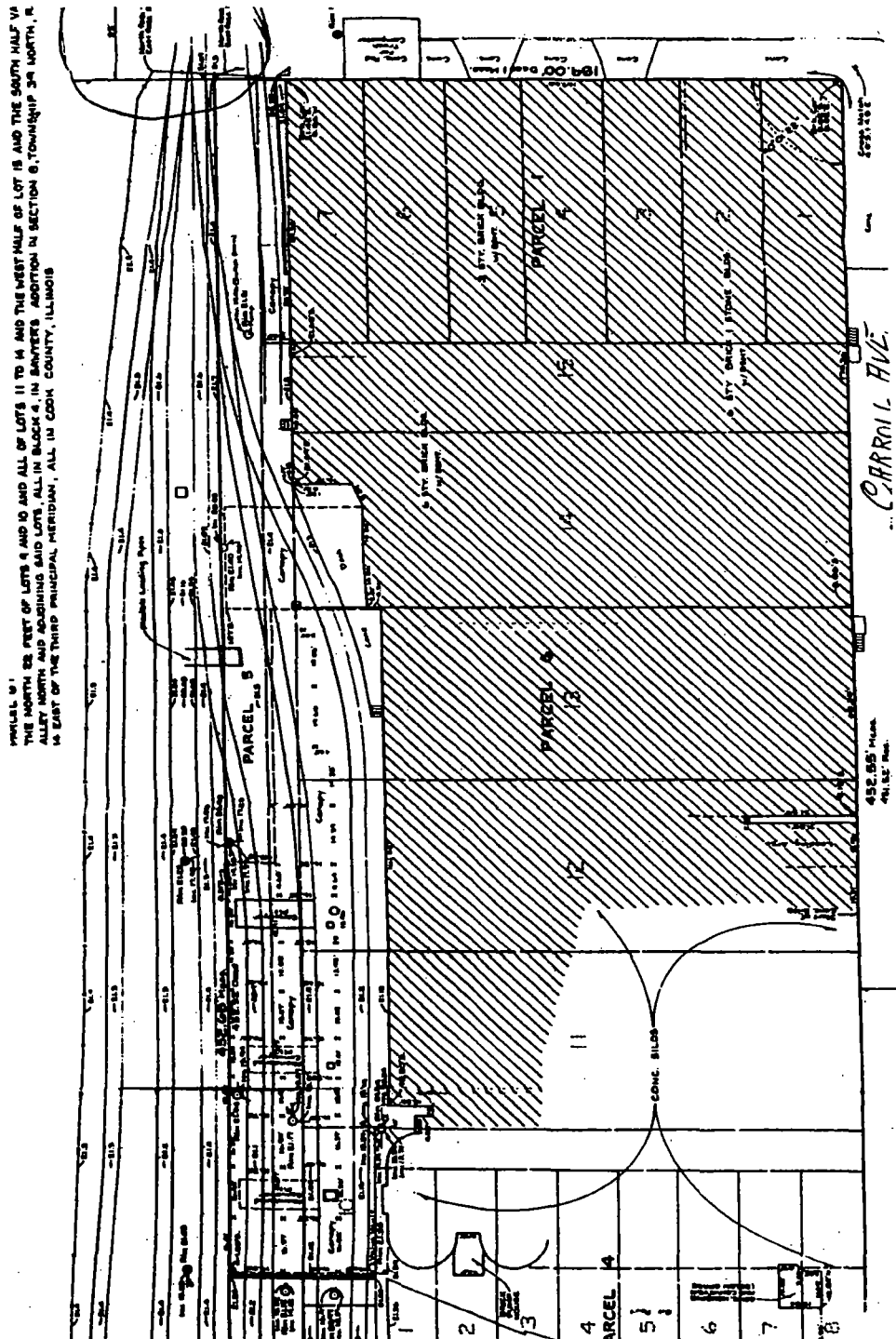
A. Finkl & Sons Company.

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

SECTION 1. Permission and authority are hereby given and granted to A. Finkl & Sons Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) entry arch on the public right-of-way adjacent to its premises known as 2058 North Southport Avenue. Arch is to be used for conduits. Arch shall be constructed as per plans approved by the Department of Transportation. Arch will be constructed with one (1) leg support on each side of North Southport Avenue with the west leg being located on an island in the public way. Arch will span North Southport Avenue for a total of sixty-four

(Continued on page 30267)

Ordinance associated with this drawing printed on
pages 30264 through 30265 of this *Journal*.



(Continued from page 30265)

(64) feet and be constructed with support pillars measuring seventeen (17) feet, four (4) inches in height supporting the archway which is to be twenty-six (26) feet, six (6) inches at its highest point. The concrete thresholds at each base shall measure seven (7) feet in length and approximately four (4) feet in width. Archway shall be seven (7) feet wide at its base and tapering to a width of two (2) feet at its mid-point over North Southport Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035746 herein granted the sum of One Thousand Eight Hundred Nine and no/100 Dollars (\$1,809.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 13, 2004.

[Drawing referred to in this ordinance printed
on page 30268 of this *Journal*.]

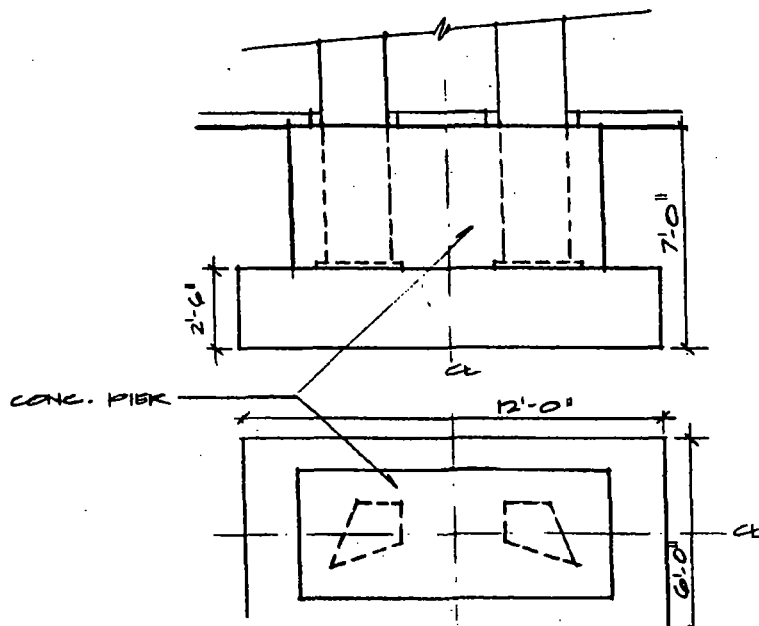
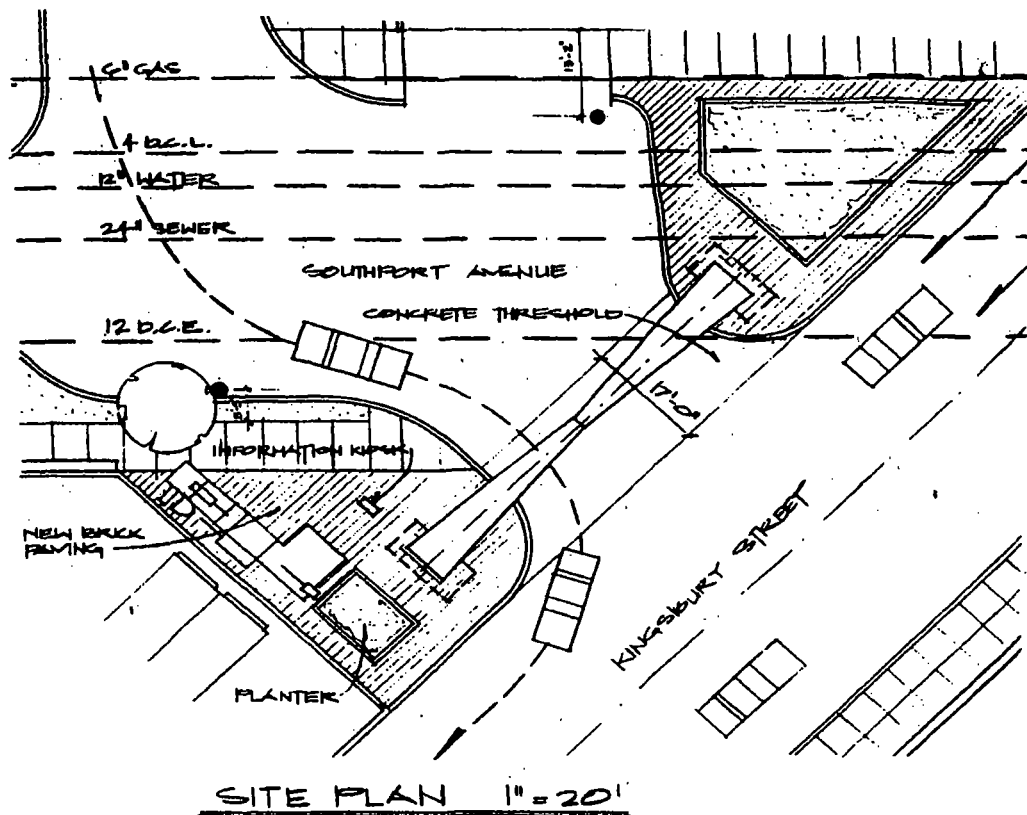
Block Y Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Block Y Condominium Association, upon the terms and subject to the conditions of this

(Continued on page 30269)

Ordinance associated with this drawing printed on
pages 30265 through 30267 of this Journal.



(Continued from page 30267)

ordinance, to maintain and use, as now constructed, nine (9) balconies projecting over the public right-of-way adjacent to its premises known as 1330 West Monroe Street. Said balconies shall measure sixteen (16) feet in length and six (6) feet in width. Balconies shall be located on the second (2nd), third (3rd) and fourth (4th) floors, respectively. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035704 herein granted the sum of Four Hundred Fifty and no/ 100 Dollars (\$450.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after September 1, 2004.

[Drawing referred to in this ordinance printed
on page 30270 of this *Journal*.]

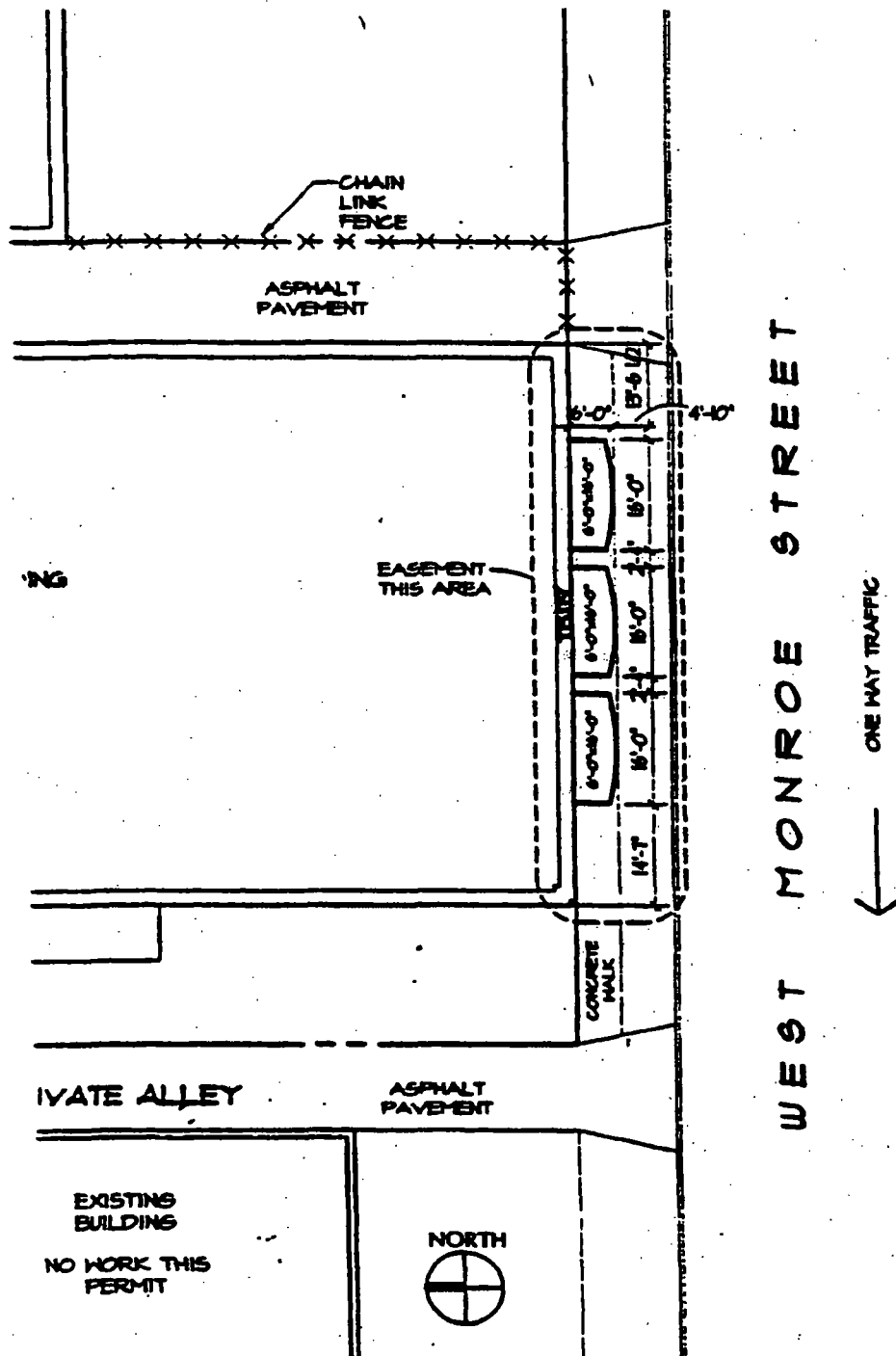
The Buck Management Group, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to The Buck Management Group, Inc., upon the terms and subject to the conditions of this

(Continued on page 30271)

Ordinance associated with this drawing printed on
pages 30267 through 30269 of this *Journal*.



(Continued from page 30269)

ordinance, to maintain and use, as now constructed, a stairway in the public right-of-way adjacent to its premises known as 515 North State Street. Said stairway shall extend fourteen (14) feet in length and seven (7) feet, five (5) inches in width for a total square footage of one hundred five (105). The stairway shall be used to provide transaction from the building plaza to the upper level sidewalk. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035648 herein granted the sum of Six Hundred Eighty and no/100 Dollars (\$680.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 18, 2004.

[Drawing referred to in this ordinance printed
on page 30272 of this *Journal*.]

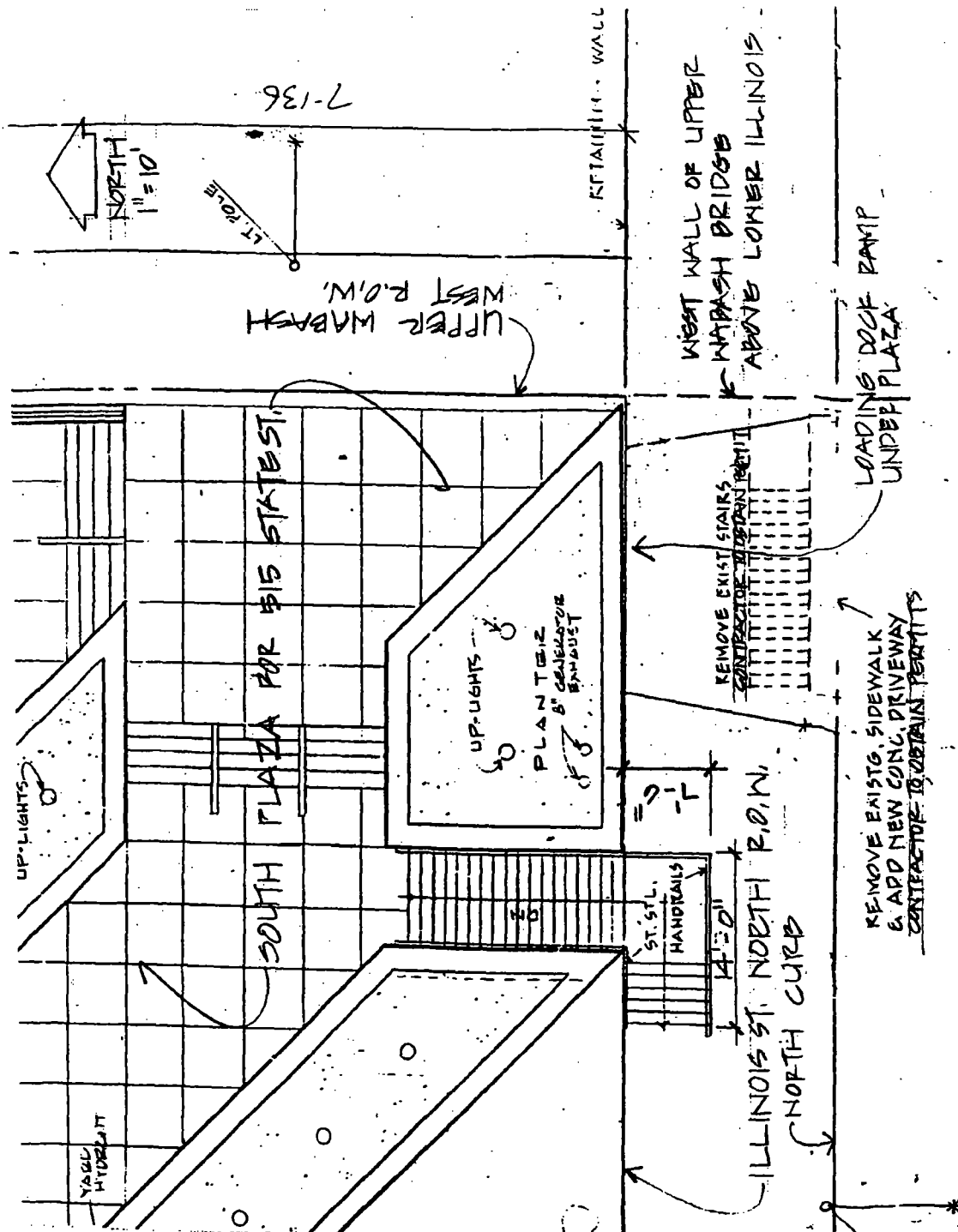
Chicago Mercantile Exchange.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Mercantile Exchange, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a portion of the public right-of-

(Continued on page 30273)

Ordinance associated with this drawing printed on
pages 30269 through 30271 of this *Journal*.



(Continued from page 30271)

way adjacent to its premises known as 30 South Lower Wacker Drive. Said occupation of space shall be designed to increase building security.

- A. The closure shall be limited physically to the special impact area around the loading dock leaving room for traffic from the express lanes to pull into a zone emergency purposes.
- B. The hours of closure to be limited to 7:00 P.M. to 4:30 A.M.
- C. The gates that are to be constructed are to be "crashable" and able to be key-accessible by the city emergency staff and other permittees.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

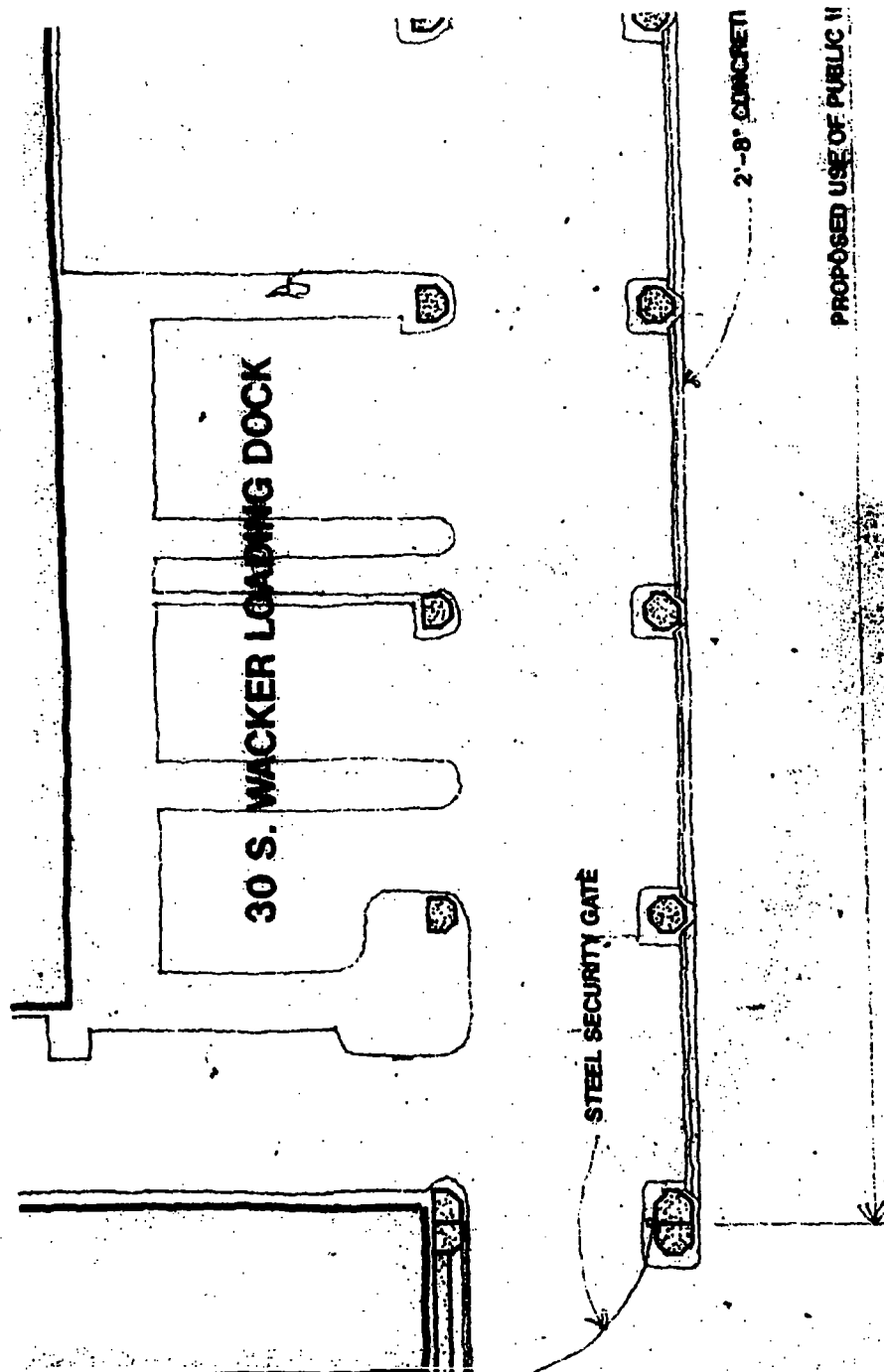
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035781 herein granted the sum of Seven Thousand One Hundred Forty and no/100 Dollars (\$7,140.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after August 3, 2004.

[Drawing referred to in this ordinance printed
on page 30274 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 30271 through 30273 of this *Journal*.



Chicago Tribune Company.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Tribune Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, the following public right-of-way encroachments adjacent to its premises known as 777 West Chicago Avenue/West Grand Avenue and river (lower level area) at grade level beneath a portion of the bridge structure and west north branch of the Chicago River.

North Halsted Street And West Chicago Avenue.

Area Number 1: One hundred ninety-eight and seven-tenths (198.7) feet in length and eighty-seven and three-tenths (87.3) feet in width.

Area Number 2: Forty-four and eight-tenths (44.8) feet in length and forty-eight and six-tenths (48.6) feet in width.

West Grand Avenue And River.

Area Number 3: Eighty-six (86) feet in length and forty (40) feet in width.

Area Number 4: Eighty-six (86) feet in length and forty (40) feet in width.

Area Number 5: Forty-two (42) feet in length and forty (40) feet in width.

Above areas to be accessed via private access drive. Above portion of the public way to be used is of irregular shape. Areas shall be used for employee and/or fleet vehicle parking, storage and staging for the grantee's newspaper manufacturing facilities. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035297 herein granted the sum of Three Thousand Eight Hundred Thirteen and no/100 Dollars (\$3,813.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 7, 2004.

[Drawing referred to in this ordinance printed
on page 30277 of this *Journal*.]

Equity Office Properties Trust.

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

SECTION 1. Permission and authority are hereby given and granted to Equity Office Properties Trust, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a two (2) level storage vault, twelve (12) feet in depth underneath the surface of the easterly side of North Canal Street extending north immediately from the north line of West Madison Street, a distance of three hundred sixty-two and thirty-eight hundredths (362.38) feet, extending westerly under the right-of-way of North Canal Street, a distance of twenty (20) feet for a total of approximately fourteen thousand four hundred ninety-five and twenty-four hundredths (14,495.24) square feet, adjacent to the premises commonly known as 2 North Riverside Plaza. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

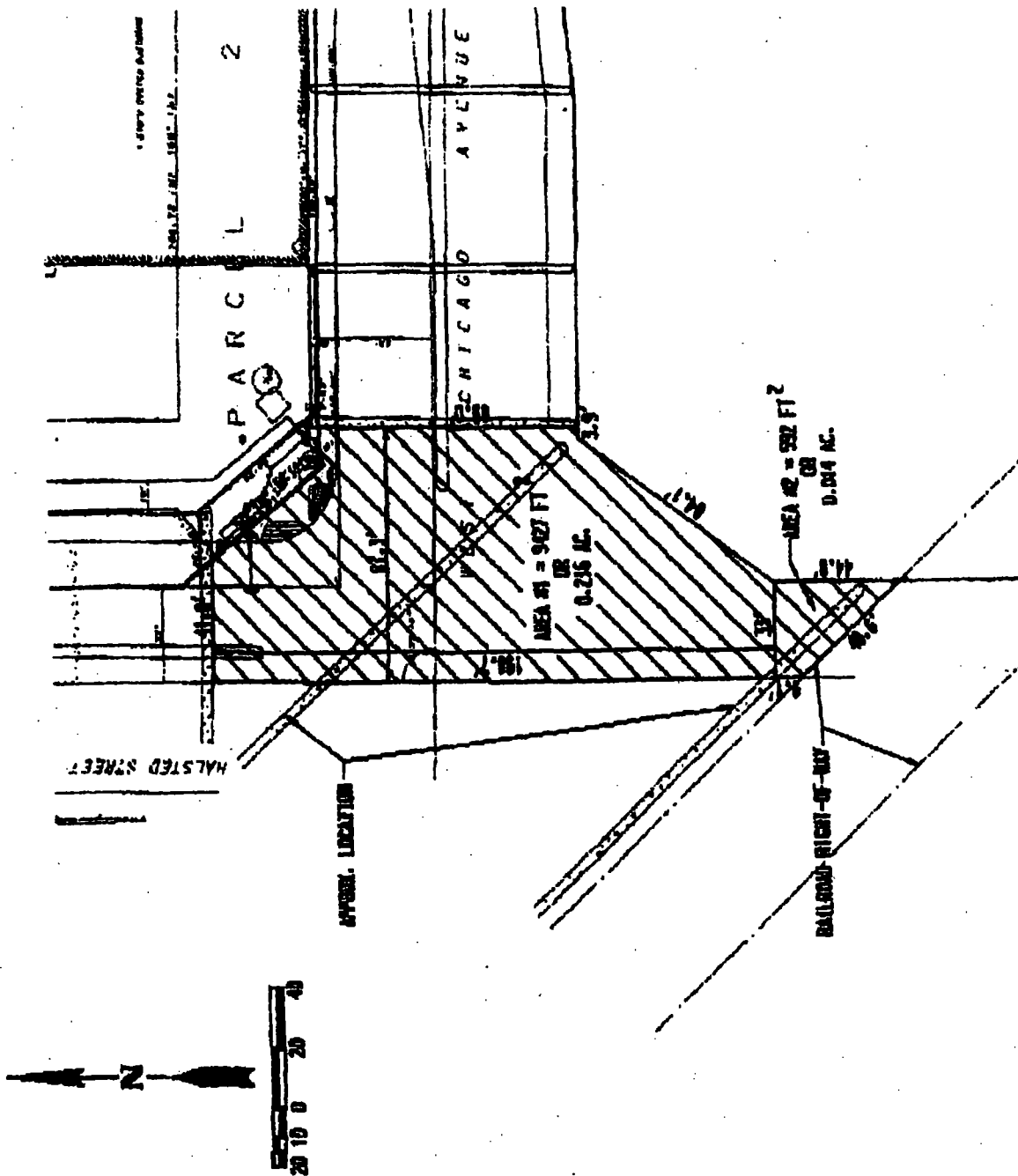
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035449 herein granted the sum of Twenty-two Thousand Eight Hundred Forty-four and no/100 Dollars (\$22,844.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 30278)

Ordinance associated with this drawing printed on
pages 30275 through 30276 of this *Journal*.



(Continued from page 30276)

Authority herein given and granted for a period of five (5) years from and after April 25, 2004.

[Drawing referred to in this ordinance printed
on page 30279 of this *Journal*.]

Fairfield Inn & Suites – Downtown Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Fairfield Inn & Suites -- Downtown Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 216 East Ontario Street. Each bay window shall measure twenty-seven (27) feet, eight (8) inches and four (4) feet, ten (10) inches in width. The public way will be use for bay windows starting at twelve (12) feet minimum above the East Ontario Street, sidewalk and rear alley with decorative grilles at each floor and accommodations for planters at the second (2nd) floor. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

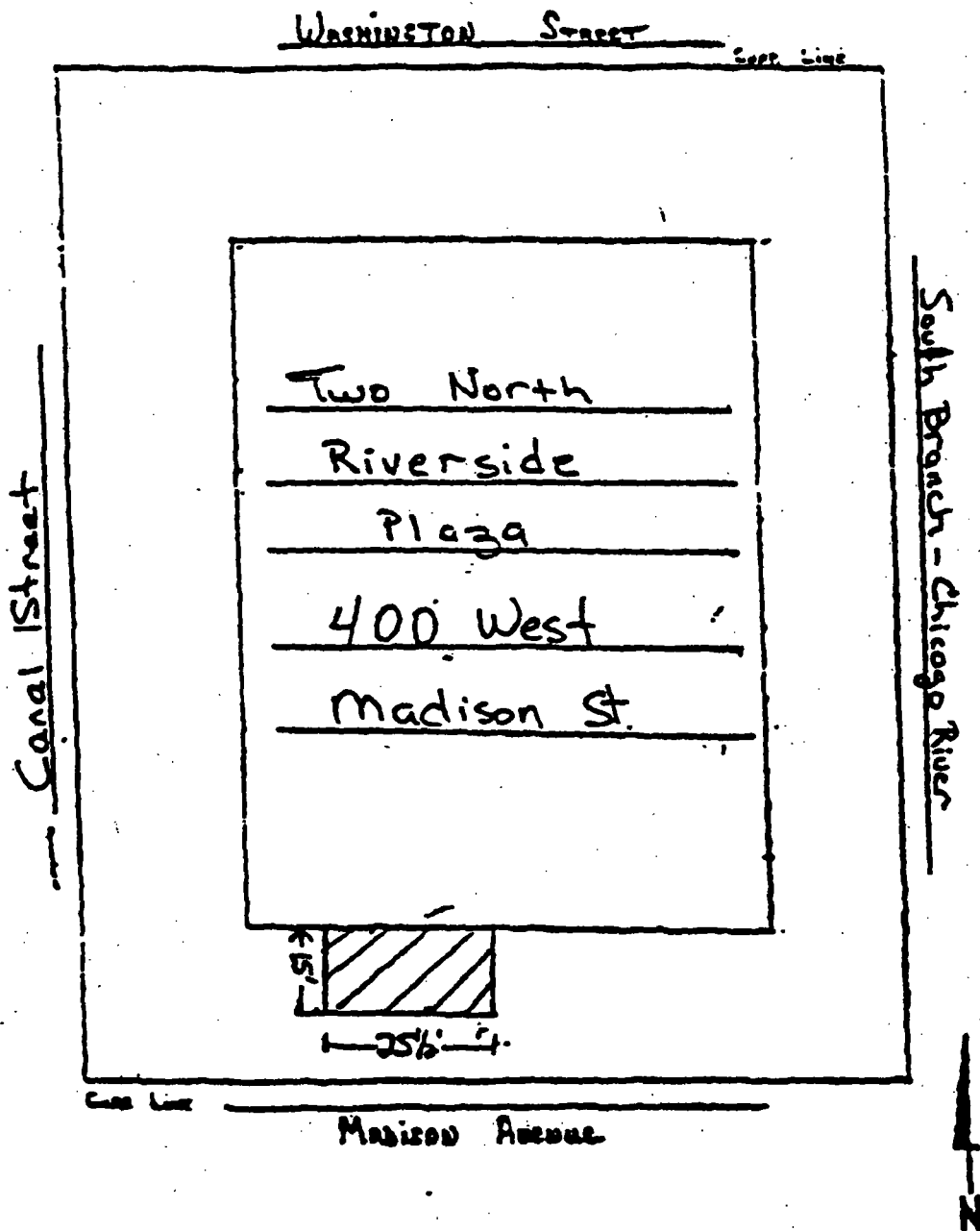
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035600 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 30280)

Ordinance associated with this drawing printed on
pages 30276 through 30278 of this Journal.



(Continued from page 30278)

Authority herein given and granted for a period of five (5) years from and after July 10, 2004.

[Drawing referred to in this ordinance printed
on page 30281 of this *Journal*.]

Federal Food Court, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Federal Food Court, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) kiosk on the public right-of-way adjacent to its premises known as 77 West Jackson Boulevard. Said kiosk shall be three (3) feet in length, three (3) feet in width having a depth of three (3) feet and shall taper to a point twelve (12) feet, six (6) inches above grade level for a total of nine (9) square feet at its base. Said kiosk sign shall be located on the South Clark Street side of the existing structure between West Jackson Boulevard and West Van Buren Street. The location of said privilege shall be as shown on print hereto attached; which by reference is hereby incorporated and made a part of this ordinance.

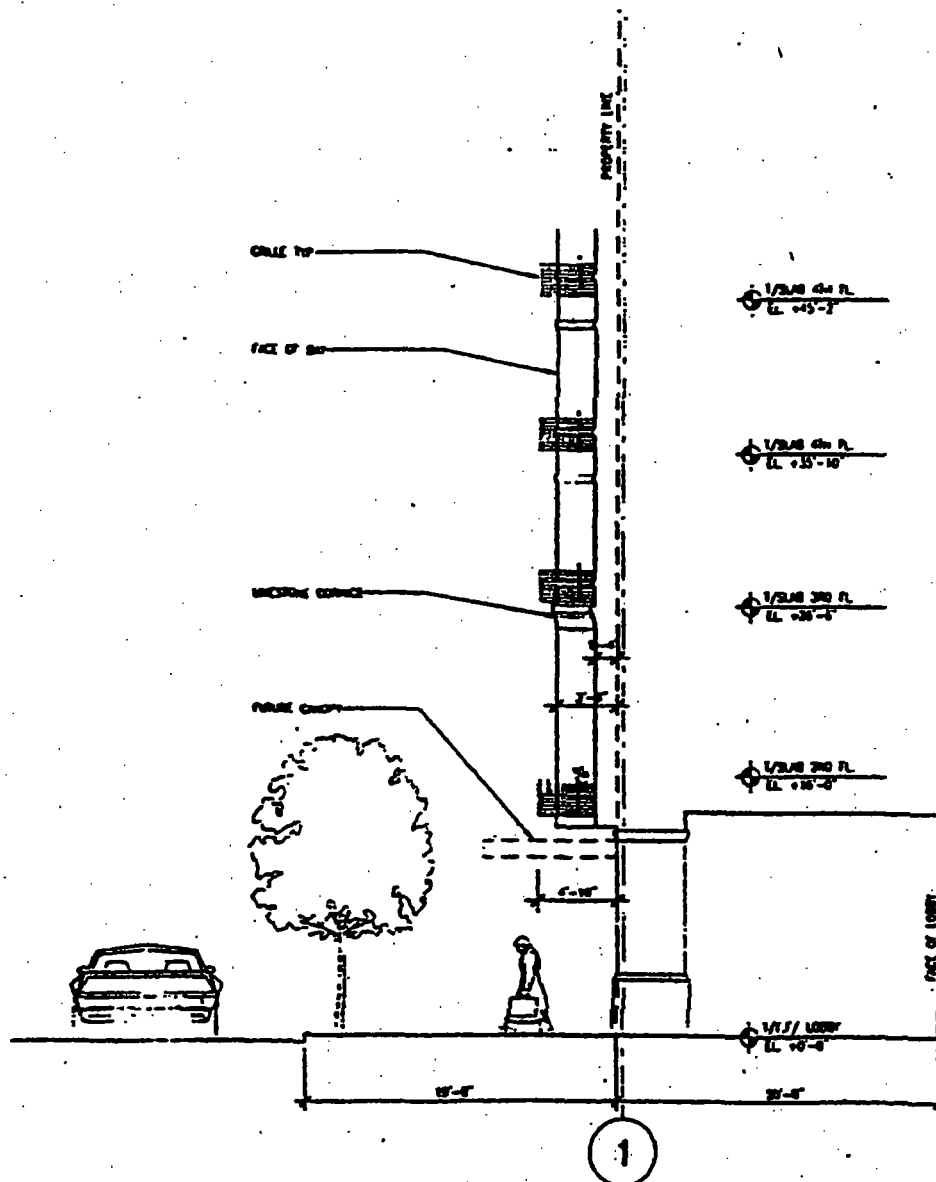
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035769 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

(Continued on page 30282)

Ordinance associated with this drawing printed on
pages 30278 through 30280 of this *Journal*.



ONTARIO STREET HOTEL

PROPERTY LINE CONDITIONS

NOT TO SCALE
14 SEP 99

ECD COMPANY

SECTION AA

DE STEFANO + PARTNERS

DeStefano and Partners, Inc.
440 East Wacker Drive
Chicago, Illinois 60601
© 1999 DeStefano + Partners

(Continued from page 30280)

Authority herein given and granted for a period of five (5) years from and after August 3, 2004.

[Drawing referred to in this ordinance printed
on page 30283 of this *Journal*.]

Fifth Third Bank.

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

SECTION 1. Permission and authority are hereby given and granted to Fifth Third Bank, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use decorative landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 837 West North Avenue. Said decorative landscaping shall be forty (40) feet in length and five (5) feet in width located along North Dayton Street. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

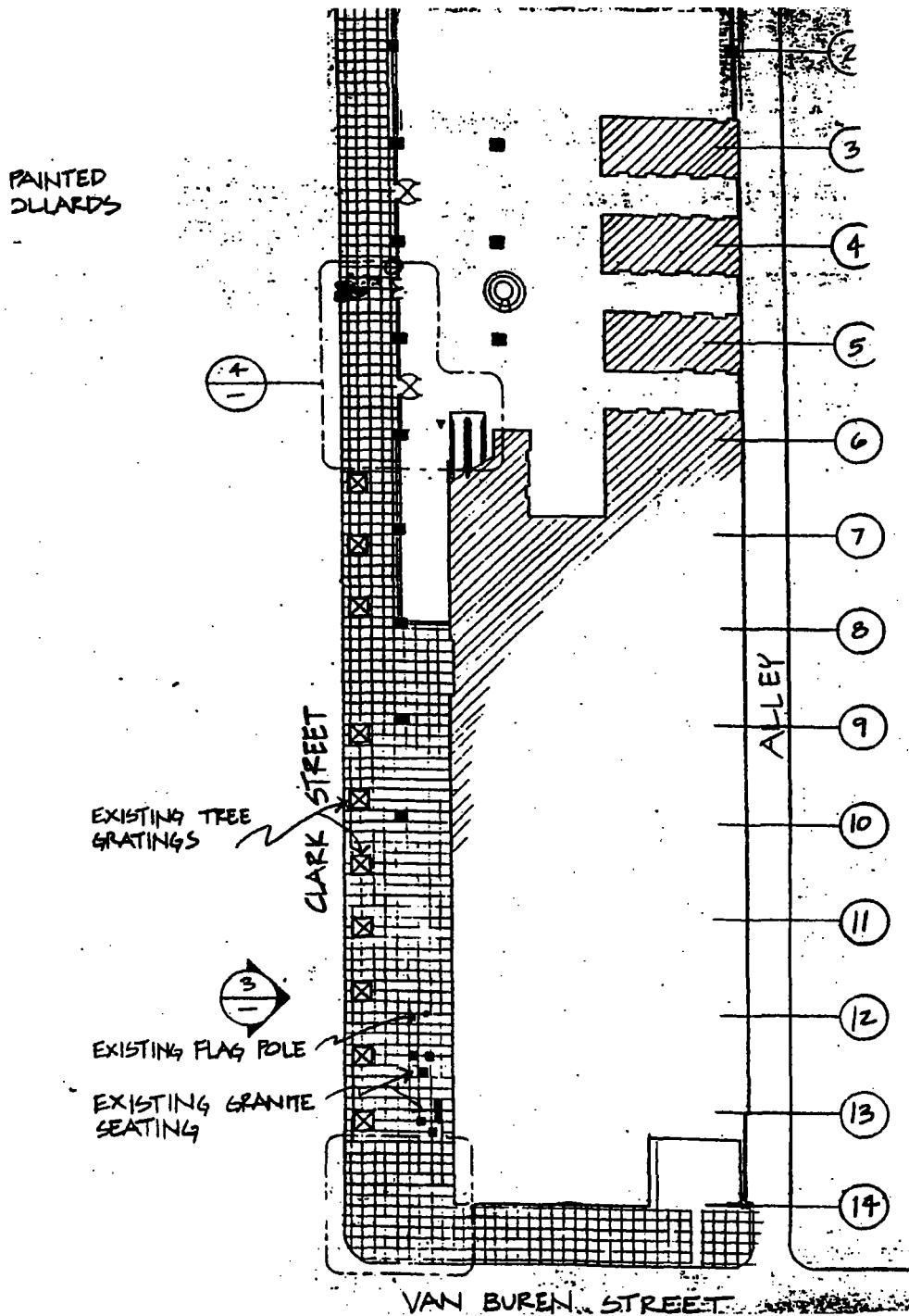
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035542 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

(Continued on page 30284)

Ordinance associated with this drawing printed on
pages 30280 through 30282 of this *Journal*.



(Continued from page 30282)

[Drawing referred to in this ordinance printed
on page 30285 of this *Journal*.]

Filmworks Lofts Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Filmworks Lofts Condominium Association, upon the terms and subject to the conditions of this ordinance, to constructed, install, maintain and use five (5) landscape planters on the public right-of-way for beautification purposes adjacent to its premises known as 1322 South Wabash Avenue. Said planters shall be along South Wabash Avenue and described as follows:

Four (4) planters shall each measure twenty-two (22) feet, six (6) inches in length and nine (9) feet in width.

One (1) planter shall measure eleven (11) feet in length and nine (9) feet in width.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035826 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

(Continued on page 30286)

(Continued from page 30284)

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30287 of this *Journal*.]

Fulton Elizabeth L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Fulton Elizabeth L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) fire escape, one (1) canopy, fourteen (14) tree grates and four (4) planters projecting over and in the public right-of-way adjacent to its premises known as 300 North Elizabeth Street and 323 North Ada Street. Said various privileges shall be described as follows:

Building Address: 300 North Elizabeth Street.

The following privileges are existing:

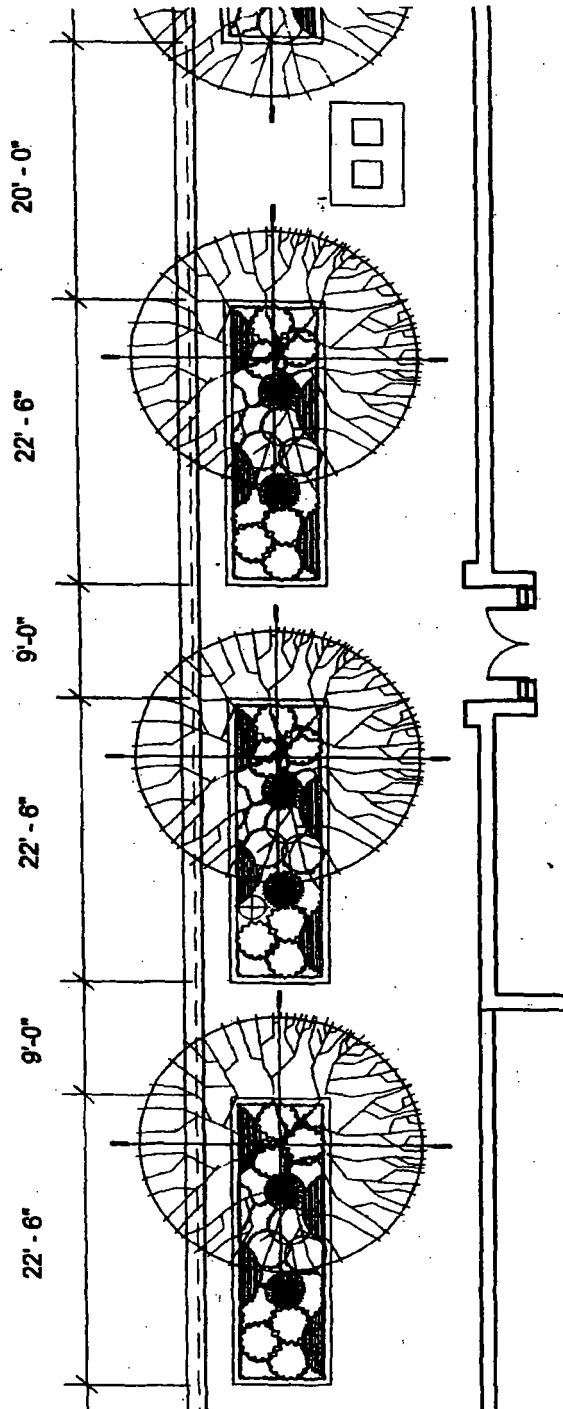
One (1) fire escape shall measure twenty-six and sixty-seven hundredths (26.67) feet in length and four and forty-four hundredths (4.44) feet in width located along North Elizabeth Street.

One (1) entrance canopy shall measure fifteen and sixteen hundredths (15.16) feet in length and eleven and twenty-nine hundredths (11.29) feet in width located along North Elizabeth Street.

Six (6) tree grates, for beautification purposes, each shall measure four (4) feet in length and four (4) feet in width located along North Elizabeth Street.

(Continued on page 30288)

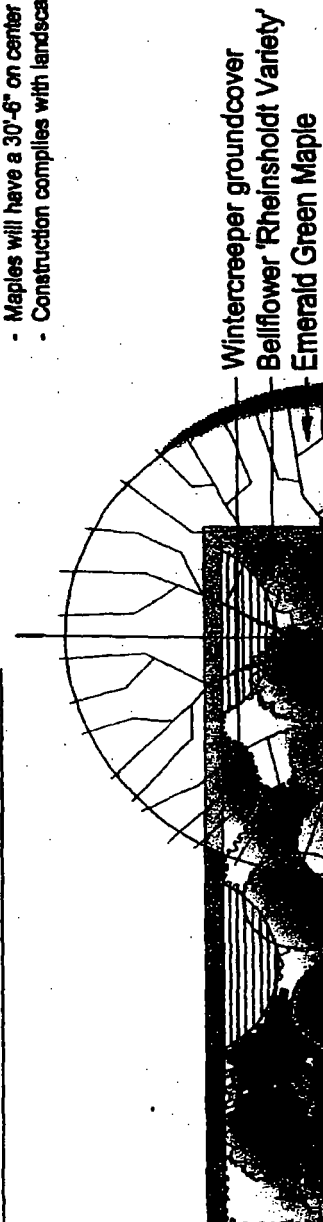
Ordinance associated with this drawing printed on
pages 30284 through 30286 of this *Journal*.



NOTES:

- Area of each bed is 150.5 sq ft for 4 beds and 1 bed will
- There will not be interference with planting bed construction
- Maples will have a 30'-6" on center spacing
- Construction complies with landscape city ordinances

Overall Site Construction Plan



Wintercreeper groundcover
Bellflower 'Rheinholdt Variety'
Emerald Green Maple

(Continued from page 30286)

Two (2) tree grates, for beautification purpose, each shall measure four (4) feet in length and four (4) feet in width located along West Fulton Boulevard.

The following privileges are new:

Six (6) tree grates, for beatification purposes, each shall measure four (4) feet in length and four (4) feet in width located along West Fulton Boulevard.

Building Address: 323 North Ada Street.

The following privileges are new:

Two (2) planters, for beautification purposes, each shall measure one (1) at seventeen and eighty-one hundredths (17.81) feet in length and five (5) feet in width and one (1) at five (5) feet in length and five (5) feet in width located along North Ada Street.

Two (2) planters, for beautification purposes, each shall measure one (1) at eighty (80) feet in length and five (5) feet in width and one (1) at thirty (30) feet in length and five (5) feet in width located along West Carroll Avenue.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

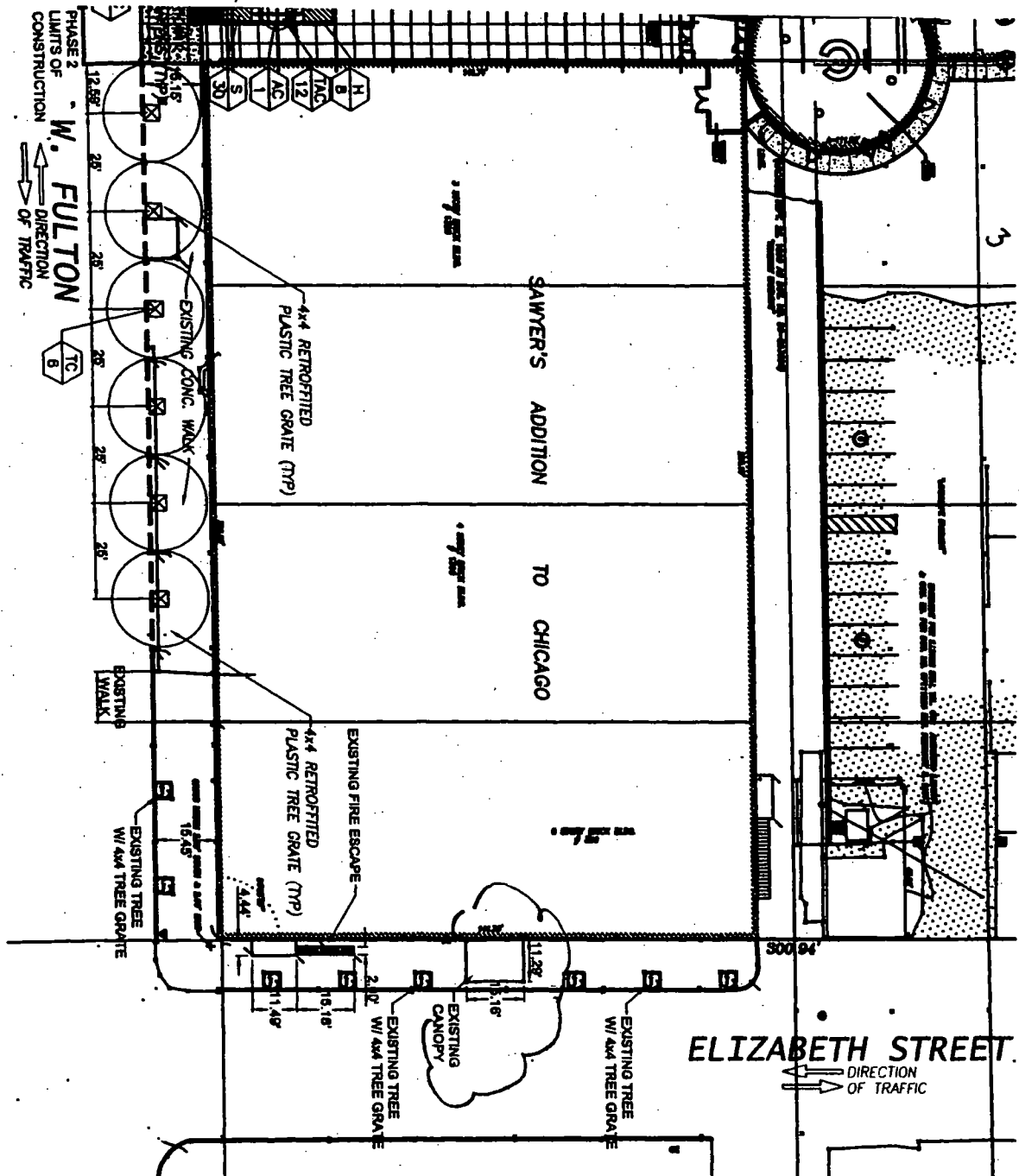
The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035894 herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30289 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 30286 through 30288 of this *Journal*.



Golub Real Estate Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Golub Real Estate Corp., upon the terms and subject to the conditions of this ordinance, to constructed, install, maintain and use various public way encroachments adjacent to its premises known as 345 East Ohio Street. Said public way encroachments shall be described as follows:

Eight (8) Planters:

Said planters shall be for beautification purposes along East Grand Avenue and East Ohio Street. Along East Grand Avenue, planters shall measure a total of four hundred ninety-five (495) square feet. Along East Ohio Street, planters shall measure a total of seven hundred seventy-one (771) square feet. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

Signage:

Signage bands shall project over the public way along East Ohio Street and East Grand Avenue. Along East Ohio Street, signage bands shall measure one hundred eighteen (118) feet in length and four (4) feet in width. Along East Grand Avenue, signage bands shall measure ninety-five (95) feet in length and four (4) feet in width.

One (1) Manhole:

Said manhole shall be located in public way along East Ohio Street. Manhole shall measure five (5) feet in diameter.

Eleven (11) Caissons:

Caissons shall be located under the public way. Along East Ohio Street, shall be five (5) caissons. Said caissons shall measure a total of twenty-nine and five tenths (29.5) square feet. Along East Grand Avenue, shall be six (6) caissons. Said caissons shall measure a total of six (6) square feet.

Six (6) Bollards:

Bollards shall be located at the parking entrances and exit in the public way. Along East Ohio Street shall be three (3) bollards. Total square footage of bollards shall be one (1) square foot. Along East Grand Avenue shall be three (3) bollards. Total square footage of bollards shall be one (1) square foot.

The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

The grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035942 herein granted the sum of Three Thousand Three Hundred Fifty-four and no/100 Dollars (\$3,354.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed
on pages 30292 through 30296
of this *Journal*.]

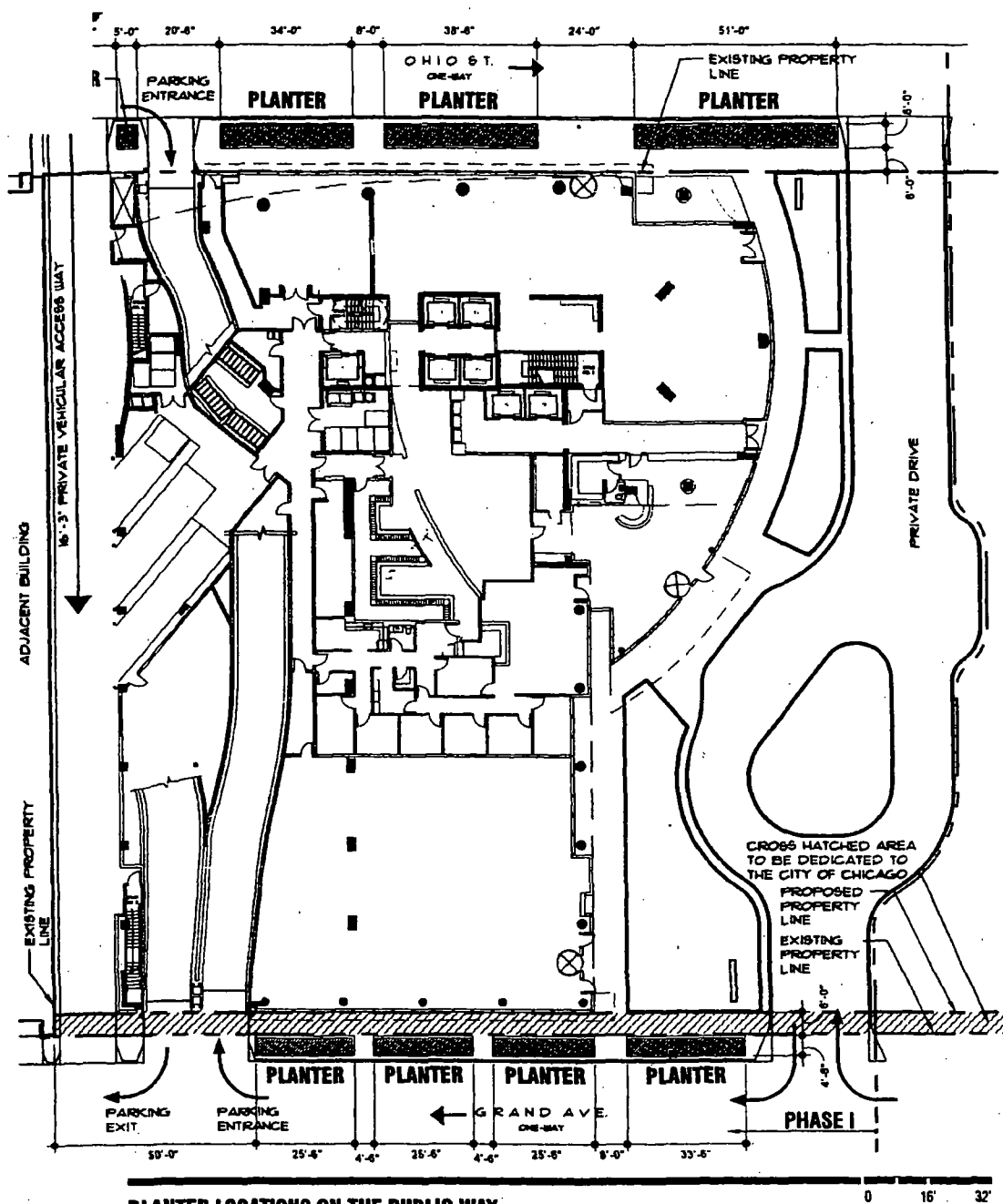
The Grand Ohio Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to The Grand Ohio Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a steel and glass canopy over the public right-of-way adjacent to its premises known as

(Continued on page 30297)

Ordinance associated with this drawing printed on
pages 30290 through 30291 of this *Journal*.



PLANTER LOCATIONS ON THE PUBLIC WAY

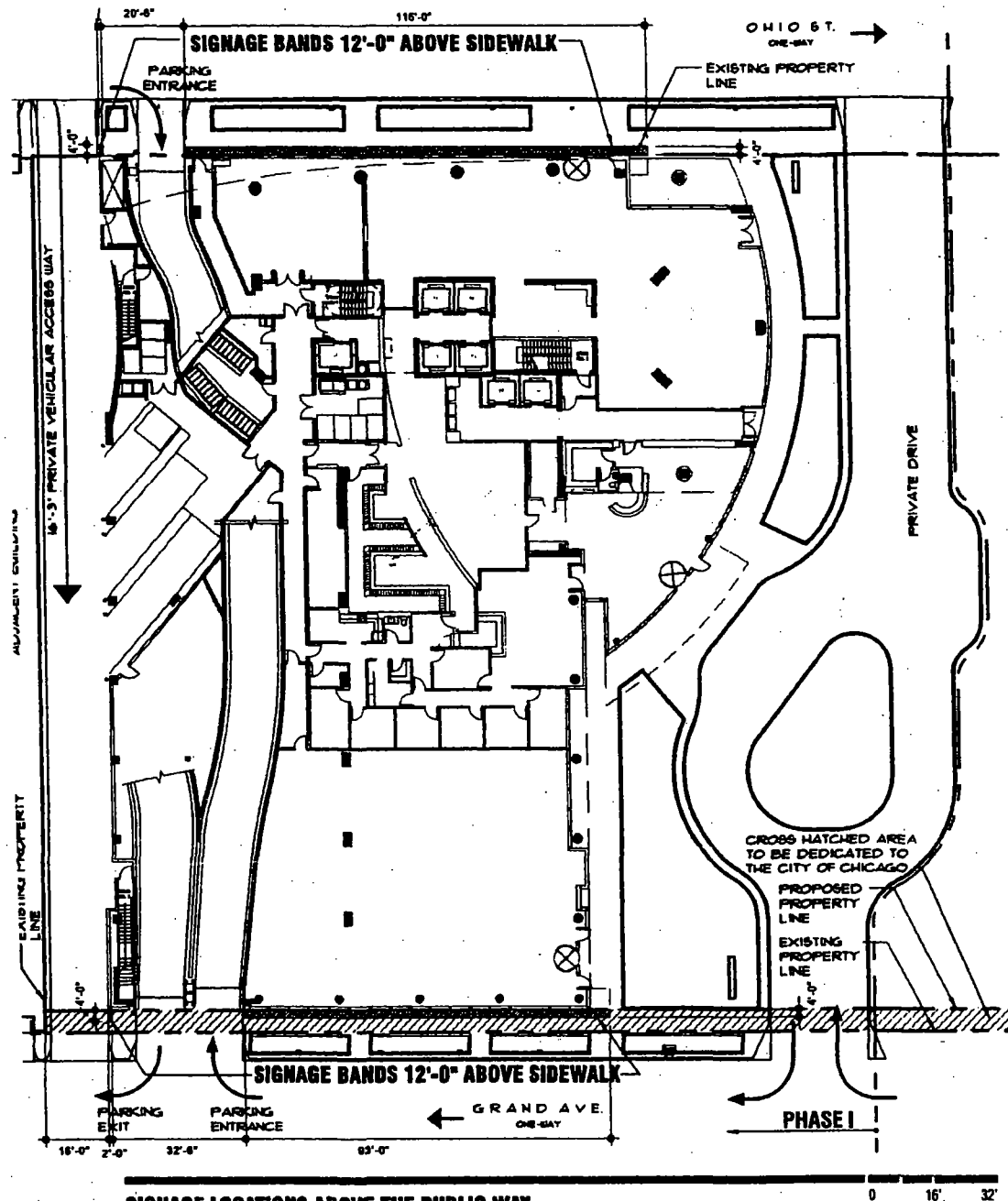
SCB

Applicant: OGM Investors, LLC
Project: Ohio Grand McClurg Development Site
345 East Ohio Street

Date: 07.16.2003



Ordinance associated with this drawing printed on
pages 30290 through 30291 of this *Journal*.



SIGNAGE LOCATIONS ABOVE THE PUBLIC WAY

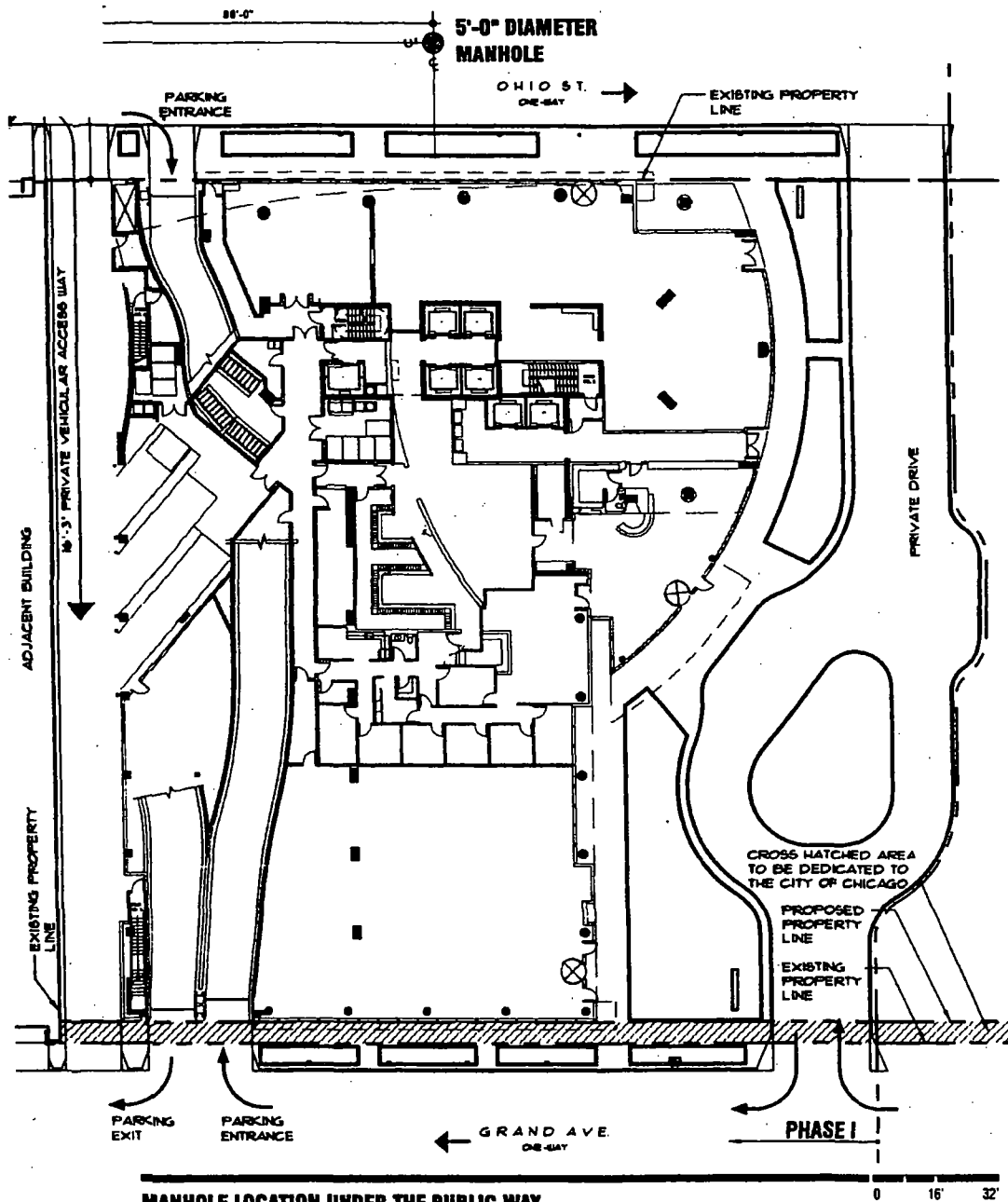
SCB

Applicant: OGM Investors, LLC
Project: Ohio Grand McClurg Development Site
345 East Ohio Street

Date: 07.16.2003



Ordinance associated with this drawing printed on
pages 30290 through 30291 of this *Journal*.



SCB

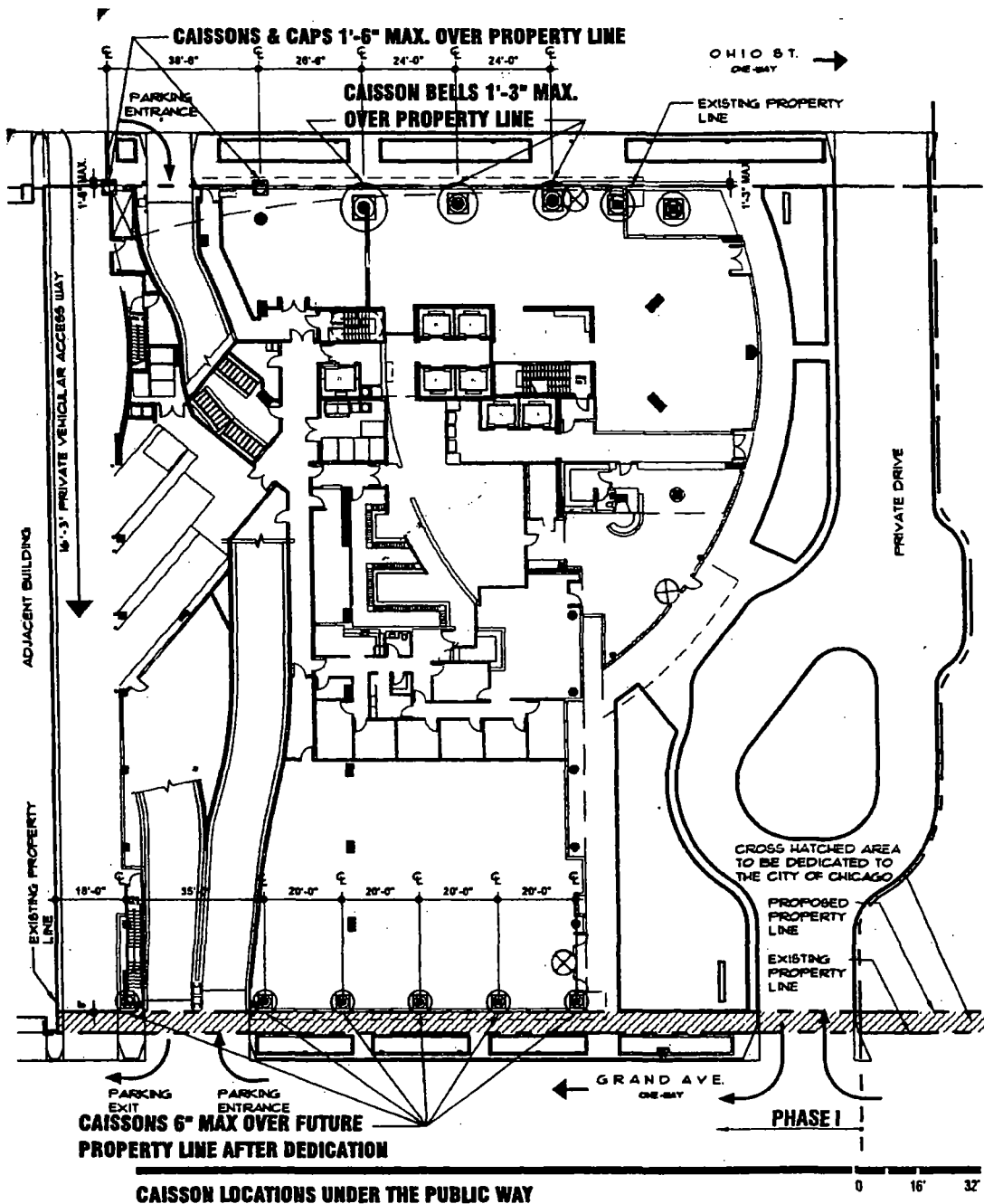
© SCB & Assoc., Inc. 2003

Applicant: OGM Investors, LLC
Project: Ohio Grand McClurg Development Site
345 East Ohio Street

Date: 07.16.2003



Ordinance associated with this drawing printed on
pages 30290 through 30291 of this *Journal*.



SCB

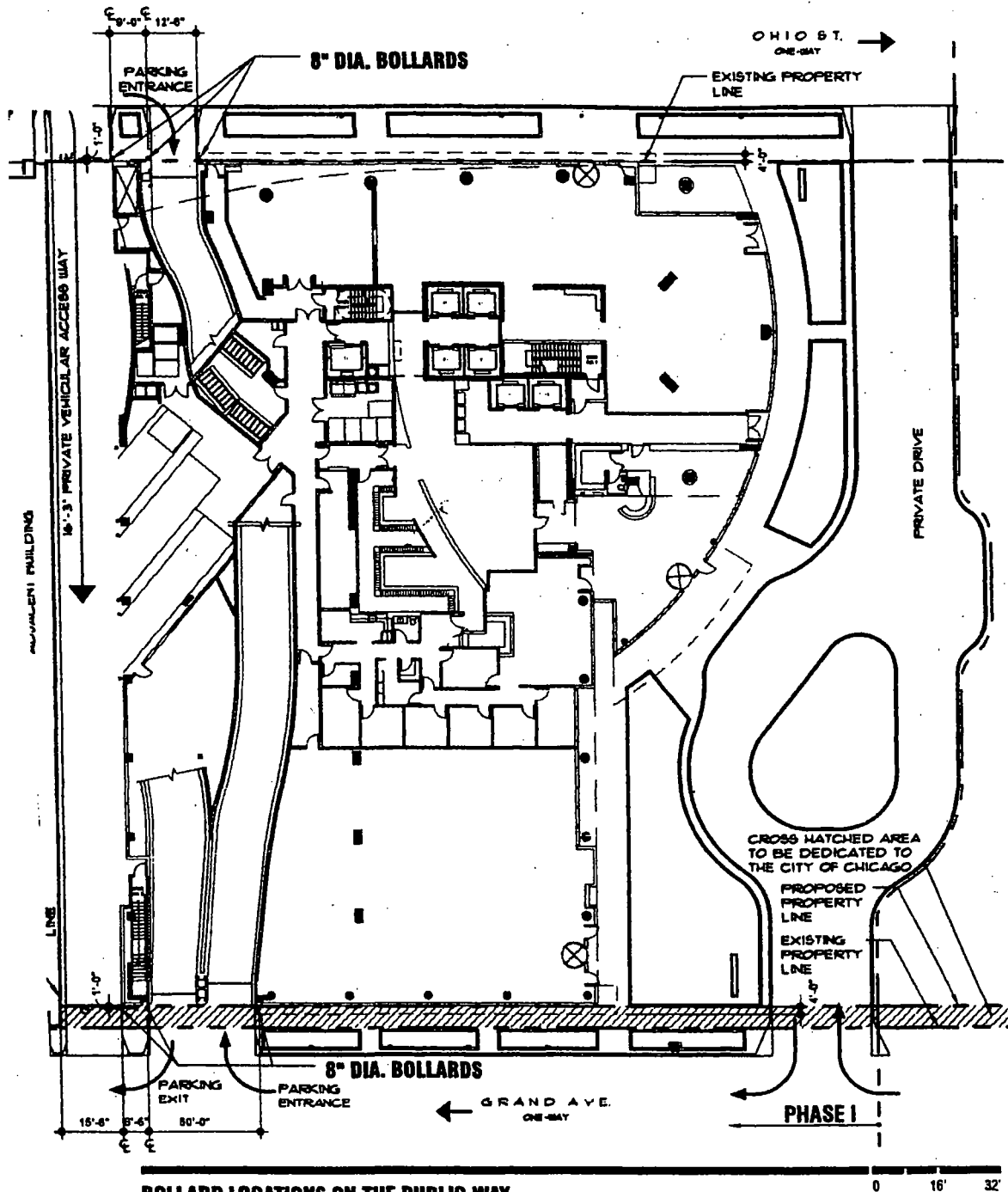
© SCB & Assoc., Inc. 2003

Applicant: OGM Investors, LLC
Project: Ohio Grand McClurg Development Site
345 East Ohio Street

Date: 07.16.2003



Ordinance associated with this drawing printed on
pages 30290 through 30291 of this *Journal*.



BOLLARD LOCATIONS ON THE PUBLIC WAY

SCB

Applicant: OGM Investors, LLC
Project: Ohio Grand McClurg Development Site
345 East Ohio Street

(Continued from page 30291)

211 East Ohio Street. Said canopy shall measure approximately sixteen (16) feet in length and ten (10) feet in width. Canopy has the following purposes:

1. Architecturally define the building entrance.
2. Provide improved weather protection to persons entering and leaving the building.
3. Enhance appearance of the building exterior.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035376 herein granted the sum of Three Hundred Seven and no/100 Dollars (\$307.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 7, 2004.

[Drawing referred to in this ordinance printed
on page 30298 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 30291 through 30297 of this *Journal*.



Heil, Heil, Smart & Gole Real Estate.

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

SECTION 1. Permission and authority are hereby given and granted to Heil, Heil, Smart & Gole Real Estate, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a foundation system which consists of six (6) pile caps to support building loads on the public right-of-way adjacent to its premises known as 841 -- 849 West Monroe Street. Said pile caps shall measure a total of one hundred (100) feet in length and twenty-one (21) inches in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1033796 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 12, 2004.

[Drawing referred to in this ordinance printed
on page 30300 of this *Journal*.]

Holy Angels Church.

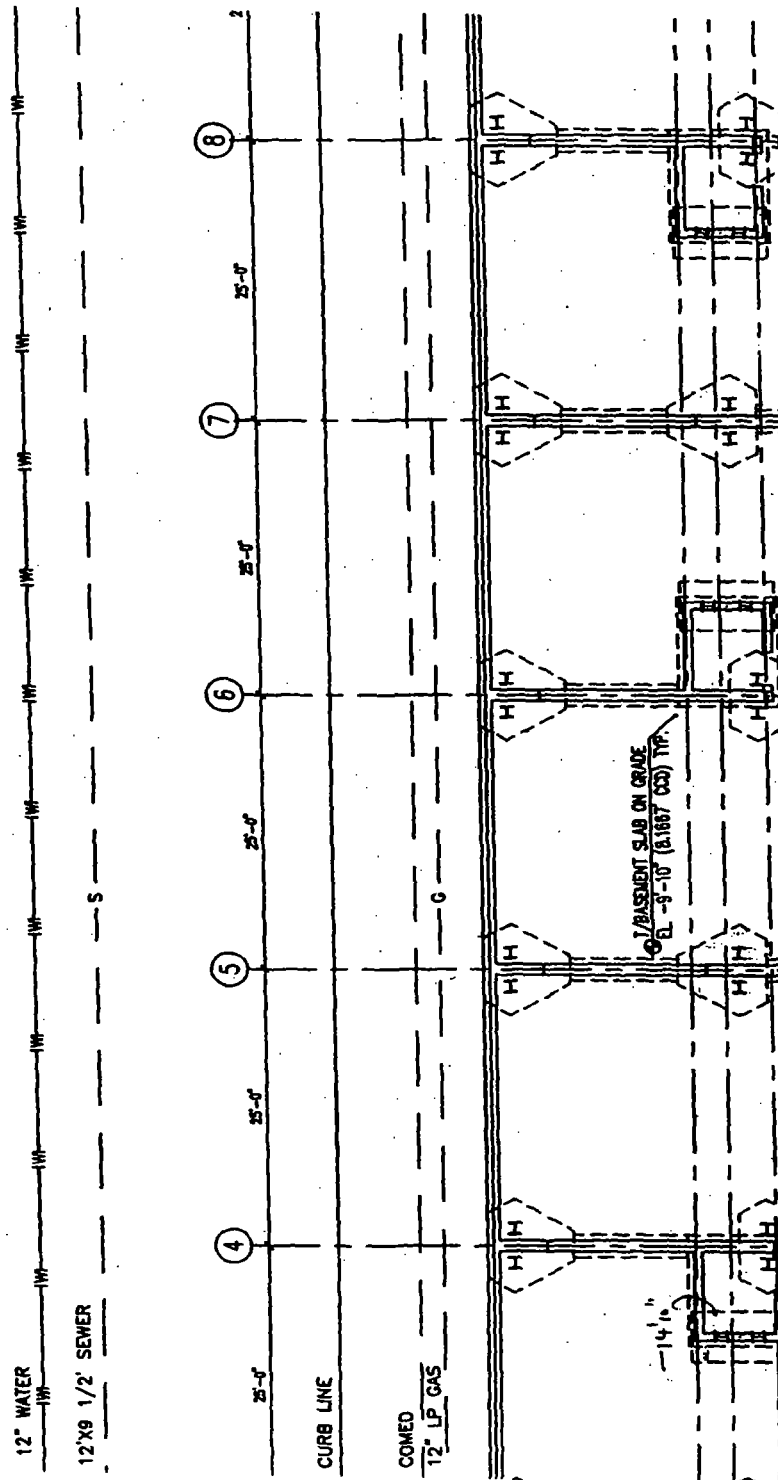
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Holy Angels Church, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 30301)

Ordinance associated with this drawing printed
on page 30299 of this *Journal*.

W. MONROE STREET



(Continued from page 30299)

construct, install, maintain and use three (3) fences in the public right-of-way for beautification purposes adjacent to its premises known as 555 East Oakwood Boulevard. Said fences shall each measure one (1) at sixty-three (63) feet in length, seven (7) feet in width and two (2) feet in height, one (1) at thirty-seven (37) feet in length, seven (7) feet in width and two (2) feet in height and one (1) at fifty-seven (57) feet in length, seven (7) feet in width and two (2) feet in height located around the parkway along East Oakwood Boulevard. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035631 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30302 of this *Journal*.]

Hotel Monaco.

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

SECTION 1. Permission and authority are hereby given and granted to Hotel Monaco, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed a portion of the public right-of-way adjacent to its premises known as 225 North Wabash Avenue for purposes of parking and building operations. Said space is lower level of lower Wacker Place. Lower Wacker Place occupation of space is approximately seven hundred eighty-three (783) square feet.

(Continued on page 30303)

(Continued from page 30301)

Total exact square footage to be determined in conjunction with Chicago Department of Transportation. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035635 herein granted the sum of Four Hundred Seventy and no/100 Dollars (\$470.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 7, 2004.

[Drawing referred to in this ordinance printed
on page 30304 of this *Journal*.]

Lalo's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Lalo's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use existing public way encroachments adjacent to its premises known as 500 North LaSalle Street. Said public way encroachments shall be described as follows:

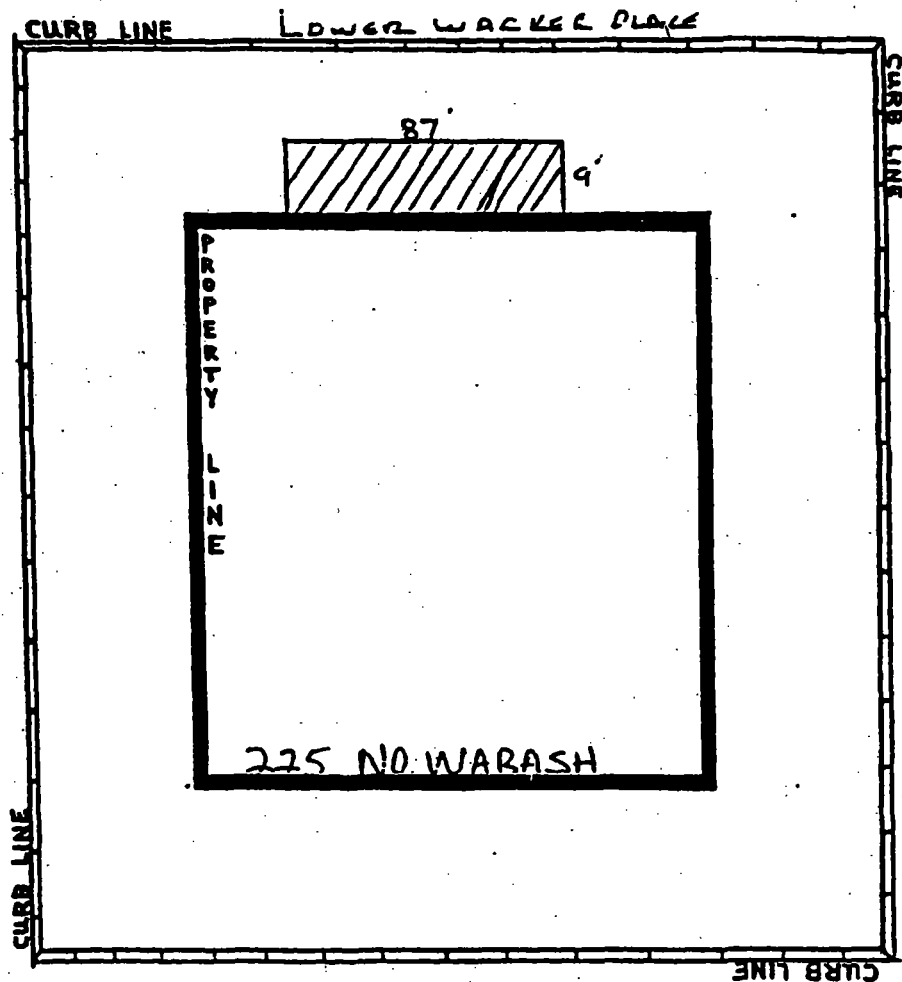
Marquee:

Said marquee shall project over the public way. Marquee shall measure thirty-

(Continued on page 30305)

Ordinance associated with this drawing printed on
pages 30301 through 30303 of this *Journal*.

HOTEL MONACO



(Continued from page 30303)

three (33) feet in length and twelve (12) feet in width along North LaSalle Street.

Grease Basin:

Said grease basin shall be located over the public walk way and measure three (3) feet in diameter.

Revolving Door:

Said revolving door shall encroach on to the public way three (3) feet.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1034043 herein granted the sum of One Thousand Fifty-six and no/100 Dollars (\$1,056.00) per annum, in advance.

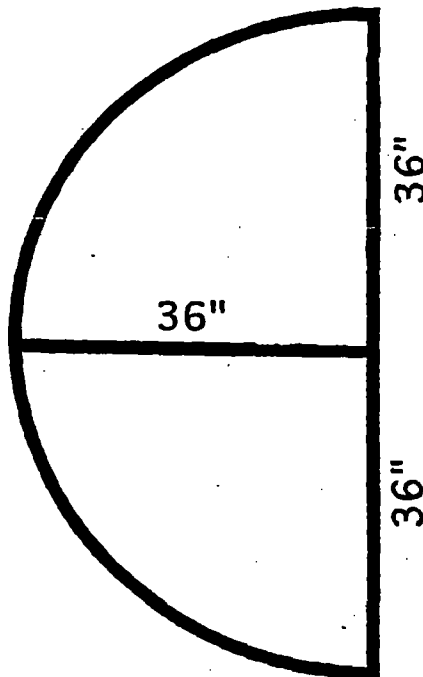
A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30306 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 30303 through 30305 of this *Journal*.

Revolving Door
Lalo's Mexican Restaurant
500 N. LaSalle St.



Please Note: Area illustrated denotes the total area encroached on the city's walk way.

Questions?
Please contact:
dcastaneda@lalos.com
www.lalos.com

Liberty Life Center, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Liberty Life Center, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing planter on the public right-of-way for beautification purposes adjacent to its premises known as 3501 South Dr. Martin Luther King, Jr. Drive. Said planter shall be forty-five (45) feet in length and ten (10) feet in width for a total of four hundred fifty (450) square feet. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035776 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30308 of this *Journal*.]

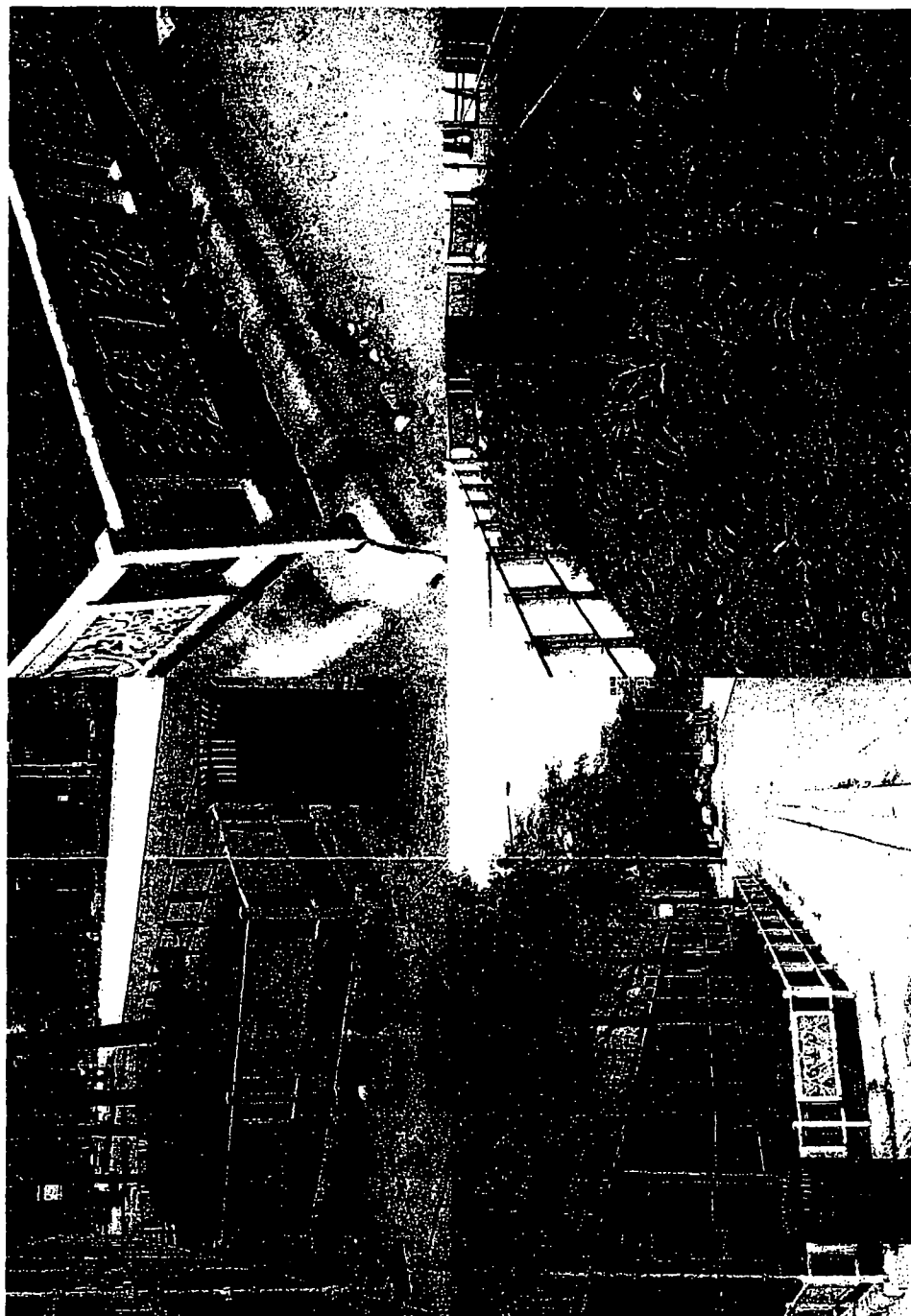
Loft Werks On Michigan L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Loft Werks on Michigan L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) balconies projecting over the public right-of-way adjacent to its premises known as 1919 South Michigan Avenue. Said balconies each shall measure eighteen and eight-tenths (18.8) feet in

(Continued on page 30309)

Ordinance associated with this drawing printed
on page 30307 of this *Journal*.



(Continued from page 30307)

length and five and six-tenths (5.6) feet in width located along South Michigan Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035629 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30310 of this *Journal*.]

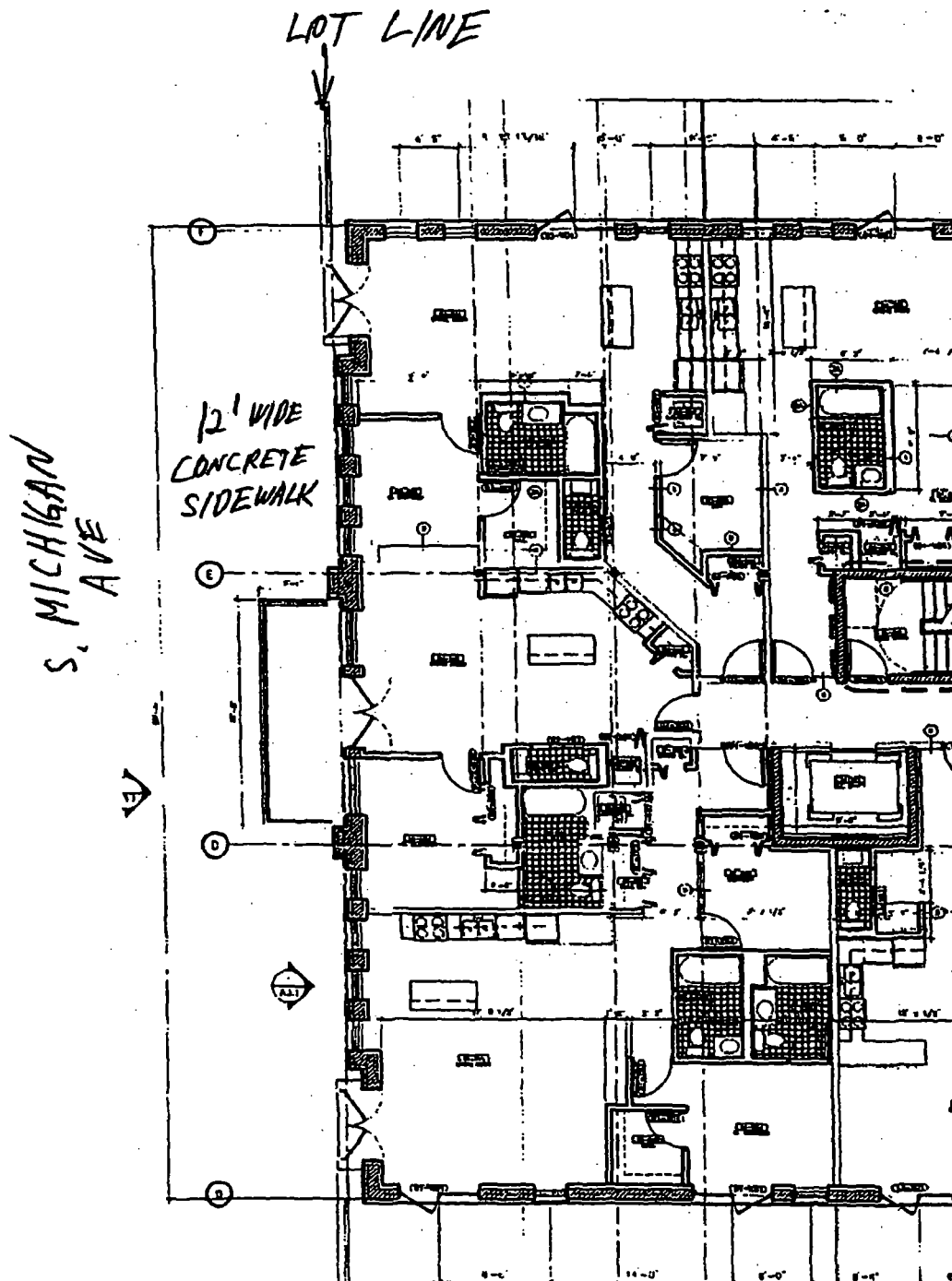
Madison Manor II Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Madison Manor II Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eleven (11) pile caps and piles on the public right-of-way adjacent to its premises known as 920 West Madison Street. Said pile caps and piles shall be use to support building loads. Along West Madison Street, said pile caps shall measure one hundred thirty-four (134) feet in length and four (4) feet in width. Along North Sangamon Street, said pile caps shall measure one hundred (100) feet in length and four (4) feet in width. The

(Continued on page 30311)

Ordinance associated with this drawing printed on
pages 30307 through 30309 of this *Journal*.



(Continued from page 30309)

location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035610 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after May 12, 2004.

[Drawing referred to in this ordinance printed
on page 30312 of this *Journal*.]

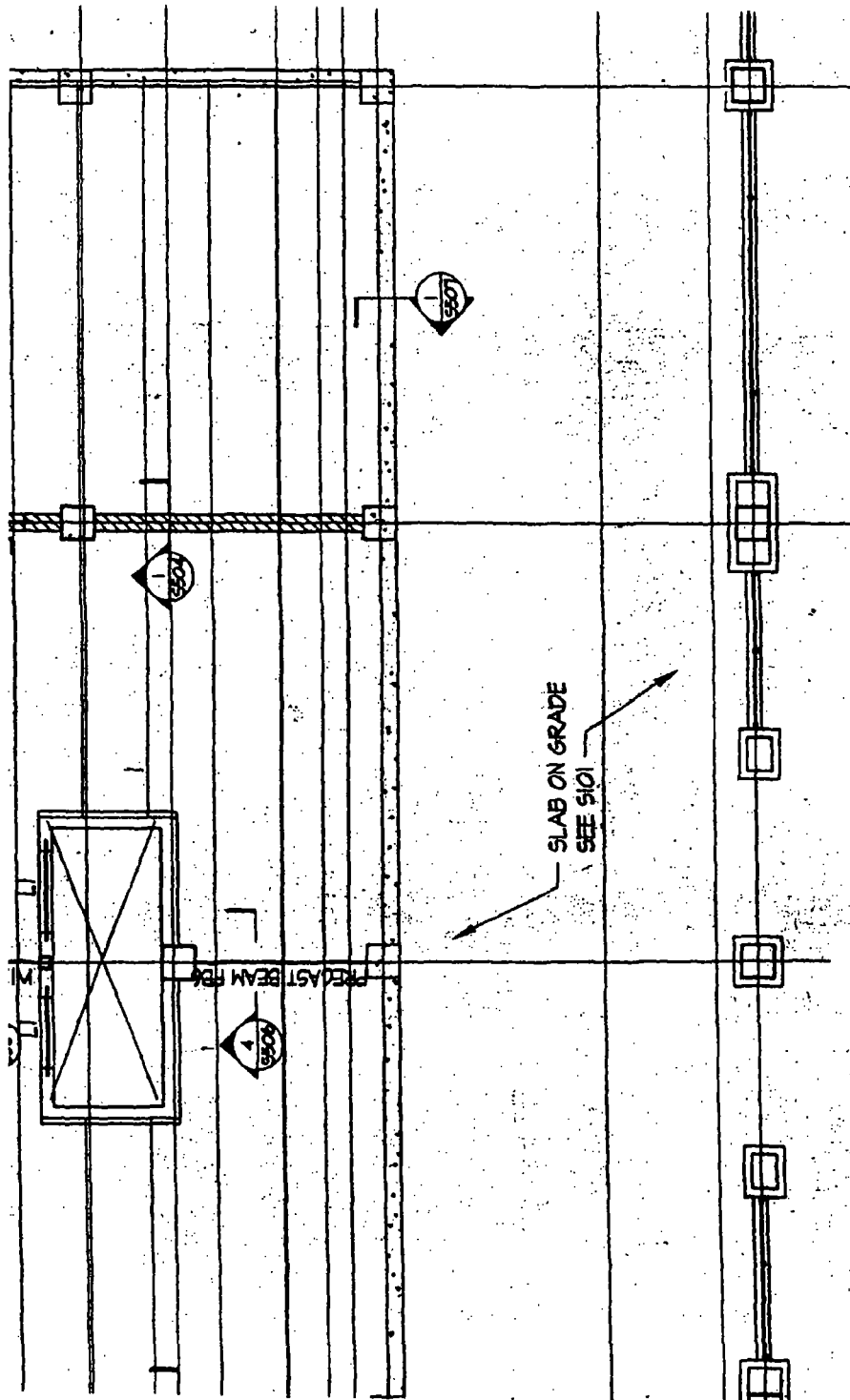
Mercy Home For Boys & Girls.

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

SECTION 1. Permission and authority are hereby given and granted to Mercy Home for Boys & Girls, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a portion of the public right-of-way for a concrete brick wall adjacent to its premises known as 1118 -- 1120 West Jackson Boulevard. Said concrete wall shall encroach on the public sidewalk approximately five (5) to nine (9) inches in width and have a length of approximately eighty-two (82) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 30313)

Ordinance associated with this drawing printed on
pages 30309 through 30311 of this *Journal*.



MADISON ST

NORTH
FIRST FLOOR FRAMING PLAN
SCALE: 1/8" = 1'-0"

(Continued from page 30311)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035793 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30314 of this *Journal*.]

Millennium Centre Retail, L.L.C.

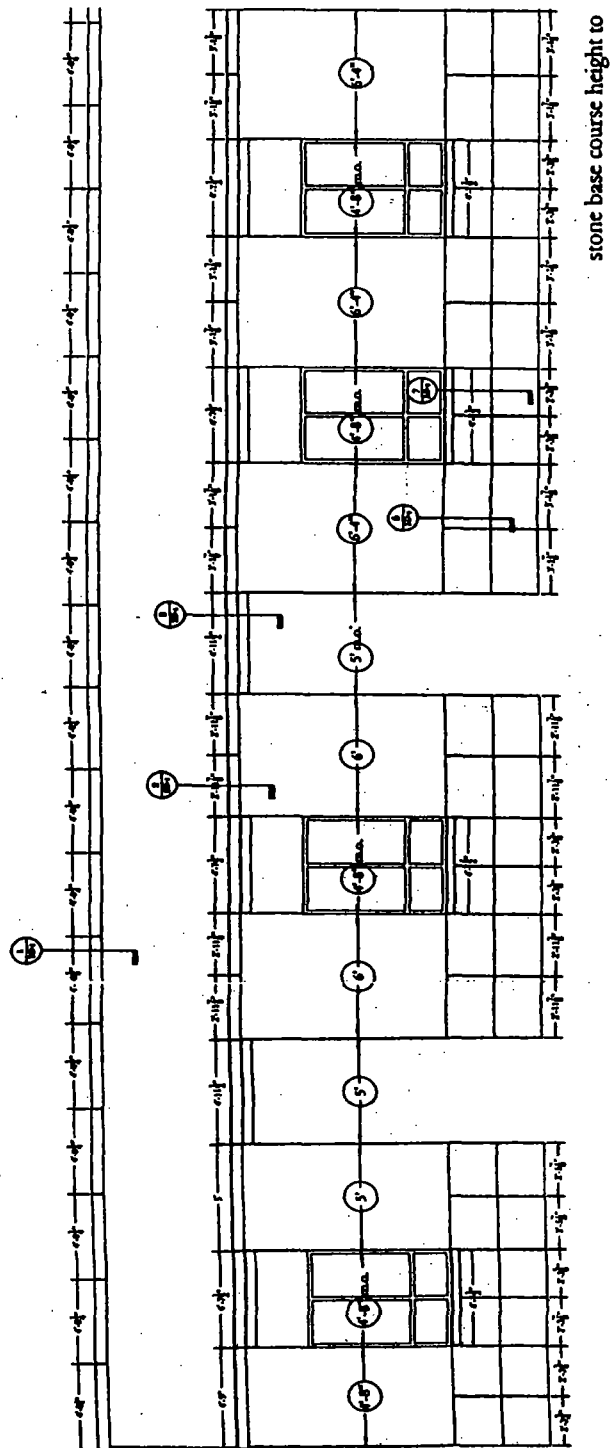
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Millennium Centre Retail, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) pylon signs in the public right-of-way adjacent to its premises known as 33 West Ontario Street. Said pylon shall each measure thirty-one (31) inches in length and eight (8) inches in width located along West Ontario Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 30315)

Ordinance associated with this drawing printed on
pages 30311 through 30313 of this *Journal*.



South Elevation

(Continued from page 30313)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035914 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30316 of this *Journal*.]

MKDG/Buck 123 Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to MKDG/Buck 123 Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a grease separator under the public right-of-way adjacent to its premises known as 515 North State Street. Said grease separator shall be below an existing public sidewalk. Grease separator shall measure ten (10) feet in length and five (5) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035647 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

(Continued on page 30317)

(Continued from page 30315)

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 18, 2004.

[Drawing referred to in this ordinance printed
on page 30318 of this *Journal*.]

New Century Bank.

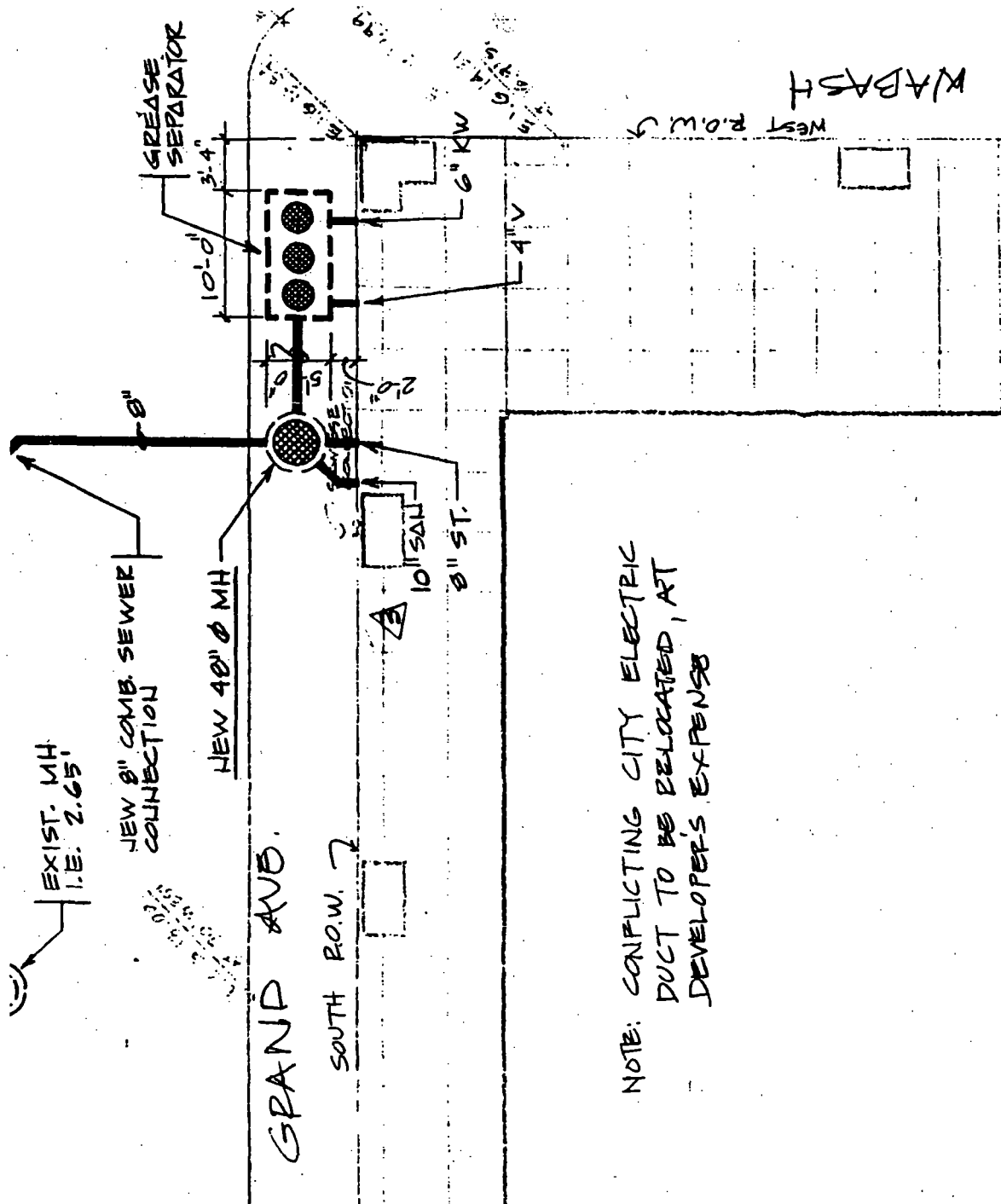
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to New Century Bank, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use eight (8) recessed lights and two (2) canopies on and over the public right-of-way adjacent to its premises know as 1554 West North Avenue. Said recessed lights shall each measure one (1) foot in length, one (1) foot in width and have a depth of three (3) feet. Four (4) recessed lights shall be located along West North Avenue and four (4) shall be located along North Ashland Avenue. Recessed lights shall be flush with the public sidewalk. Recessed lights shall be constructed in accordance with plans and specifications approved by the Department of Streets and Sanitation/Bureau of Electricity. One (1) canopy shall measure approximately nine (9) feet in length and three (3) feet in width. One (1) canopy shall measure eight (8) feet in length and four (4) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 30319)

Ordinance associated with this drawing printed on
pages 30315 through 30317 of this *Journal*.



(Continued from page 30317)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035893 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30320 of this *Journal*.]

New Management, Ltd.

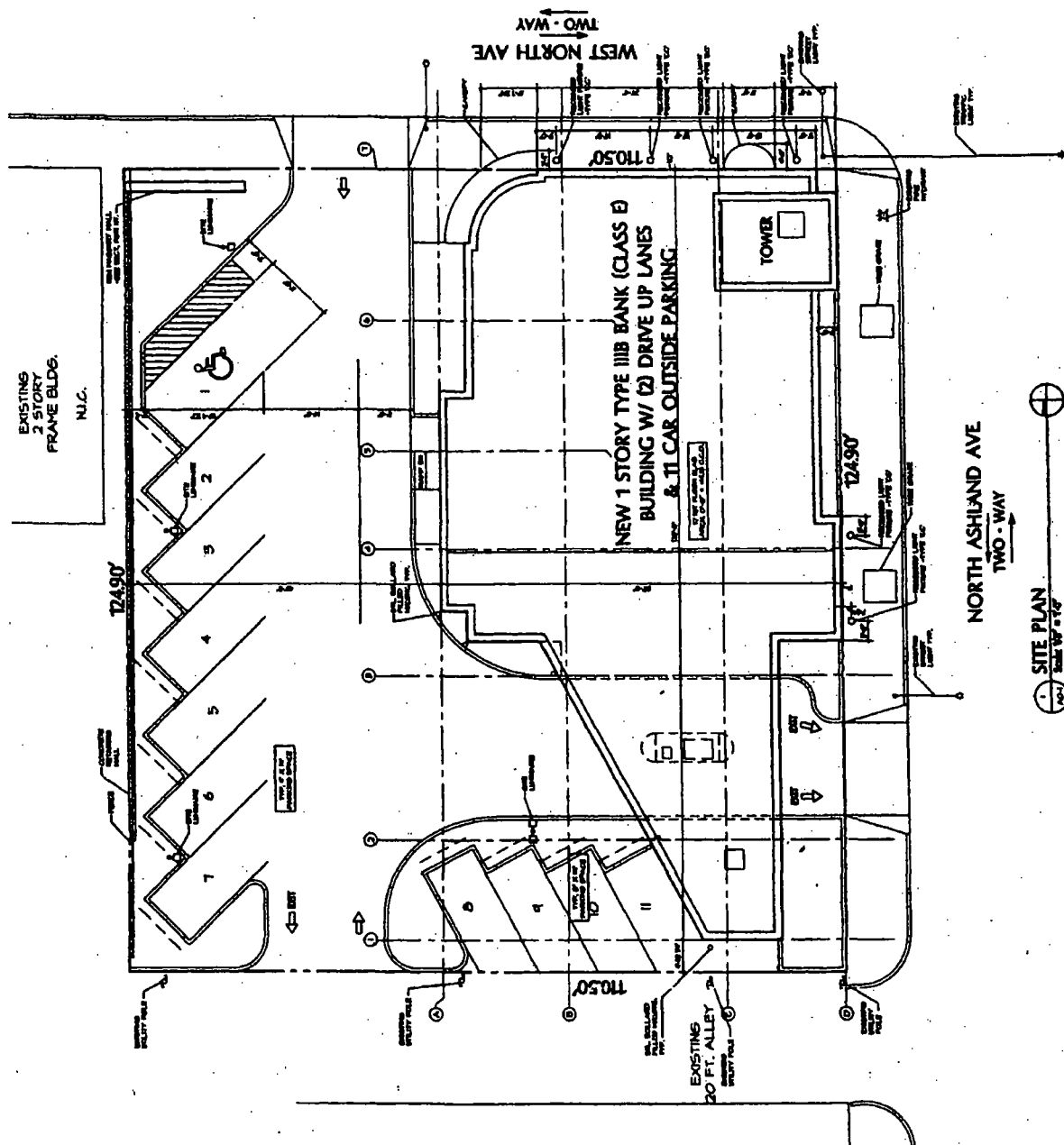
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to New Management, Ltd., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a handicap accessible ramp on the public right-of-way adjacent to its premises known as 935 West Armitage Avenue. Said handicap ramp shall be locate along North Bissell Street. Handicap accessible ramp shall measure sixteen (16) feet in length and three (3) feet, six (6) inches in width. Handicap ramp shall be constructed in accordance with plans and specifications approved by the Mayor's Office for People with Disabilities. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 30321)

Ordinance associated with this drawing printed on
pages 30317 through 30319 of this *Journal*.



(Continued from page 30319)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035533 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30322 of this *Journal*.]

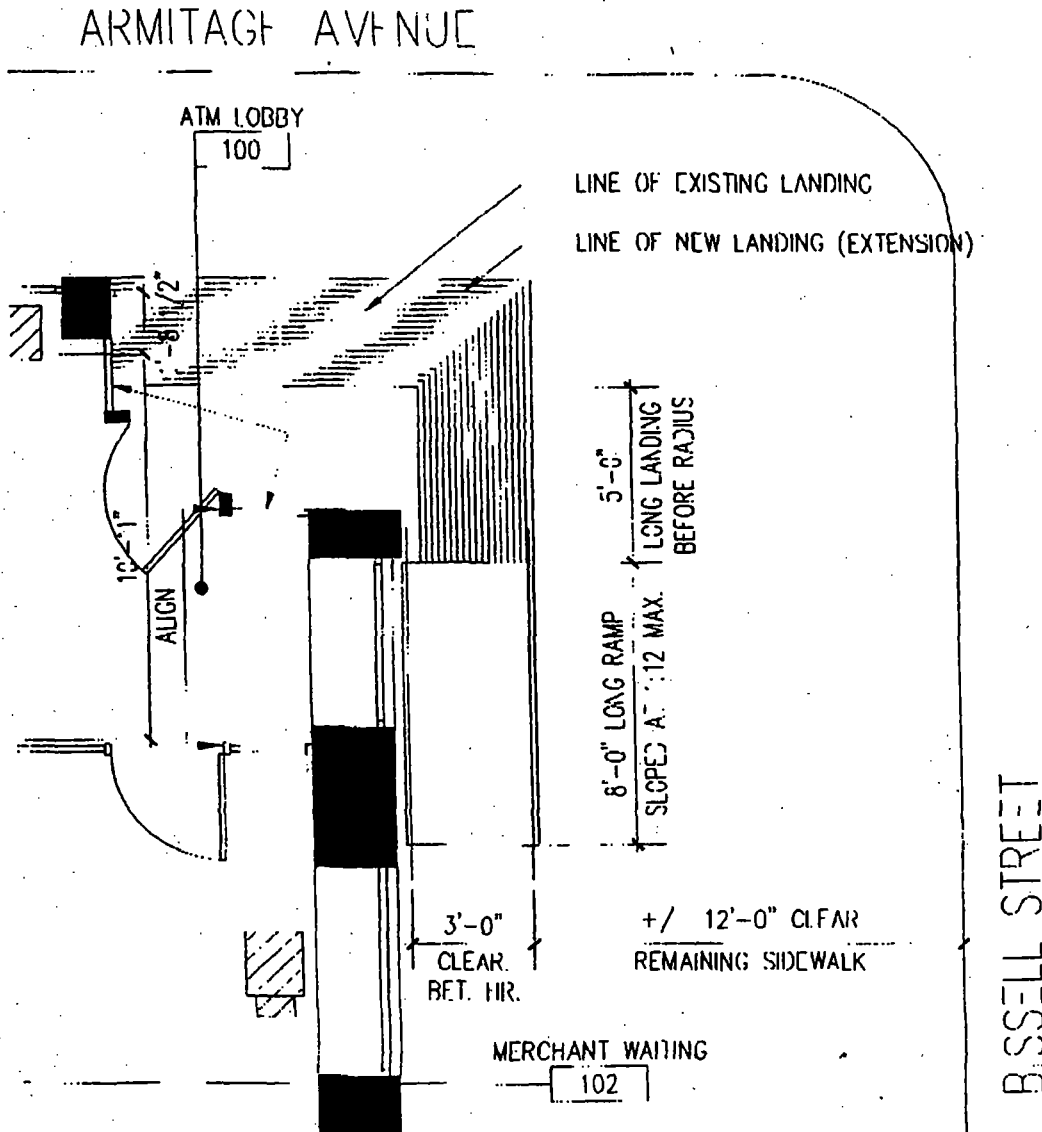
The Northern Trust Company.

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

SECTION 1. Permission and authority are hereby given and granted to The Northern Trust Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) covered pedestrian bridge over and across the east/west eighteen (18) foot public alley lying between South Wells Street and South LaSalle Street, also known as West Arcade Place, beginning at a point ninety-three and seventy-five hundredths (93.75) feet east of the east line of South Wells Street. Said bridge shall be used to connect the two buildings known as 50 South LaSalle Street and 181 West Madison Street. Said bridge shall extend across West Arcade Place a distance of approximately eighteen (18) feet and shall not be less than five (5) stories above grade at said location. Bridge dimensions shall be fourteen (14) feet in height, eighteen (18) feet in length and twelve and seventeen hundredths (12.17) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 30323)

Ordinance associated with this drawing printed on
pages 30319 through 30321 of this *Journal*.



Gensler

30 W. Monroe
Suite 400
Chicago, IL 60603
Telephone 312.456.0123
Facsimile 312.456.0124

Project	Bank One - 935 West Armitage		
Description	Ramp Plan		
Project No.	21.3075.900	Date	05/20/04
Issue/Rev		By	CJJ
File Name	R:\21.3075.900\cad\work\plans\pp_01.dwg		
Scale	1/4" = 1'-0"	Sketch No.	SK-1

(Continued from page 30321)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035749 herein granted the sum of One Thousand Three Hundred Eighty and no/100 Dollars (\$1,380.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 19, 2004.

[Drawing referred to in this ordinance printed
on page 30324 of this *Journal*.]

Parkside Cafe.

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

SECTION 1: Permission and authority are hereby given and granted to Parkside Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for tables and chairs located adjacent to its premises known as 308 West 33rd Street. Said occupation of space shall be located along West 33rd Street and shall measure thirty-four (34) feet in length and thirteen (13) feet in width for a total of four hundred forty-two (442) square feet. Said space may only be utilized Monday through Sunday, from 10:00 A.M. to 8:00 P.M. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

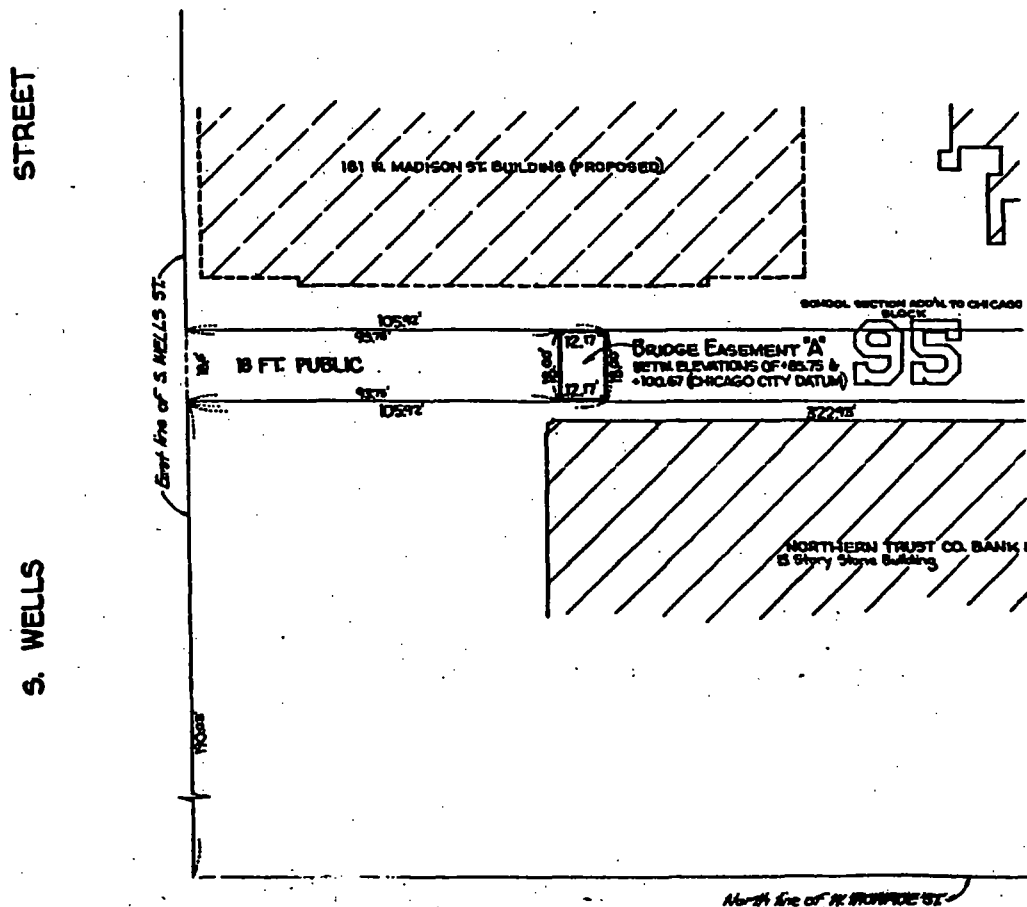
(Continued on page 30325)

Ordinance associated with this drawing printed on
pages 30321 through 30323 of this *Journal*.

Bridge Easement "A":

that part of the East 12.7 feet of the West 105.72 feet of the 1000
foot wide East and West Public Alley lying above the plane of
+85.75 feet above Chicago City Datum and below the plane of
+100.67 feet above Chicago City Datum in Block 95 of School
Section Addition to Chicago, in Section 16, Township 39 North, Range
14 East of the Third Principal Meridian, in Cook County, Illinois.

that per
foot wide
+86.00 ft
+100.00 ft
Section A
14 East of



(Continued from page 30323)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035892 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30326 of this *Journal*.]

Patria Partners L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Patria Partners L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing fence on the public right-of-way adjacent to its premises known as 4551 -- 4555 South Oakenwald Avenue. Said fence shall be motorized and used for security purposes on the parkway along South Oakenwald Avenue. Fence shall measure fifty-five (55) feet in length, six (6) feet in height and approximately five (5) inches in width on a driveway. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

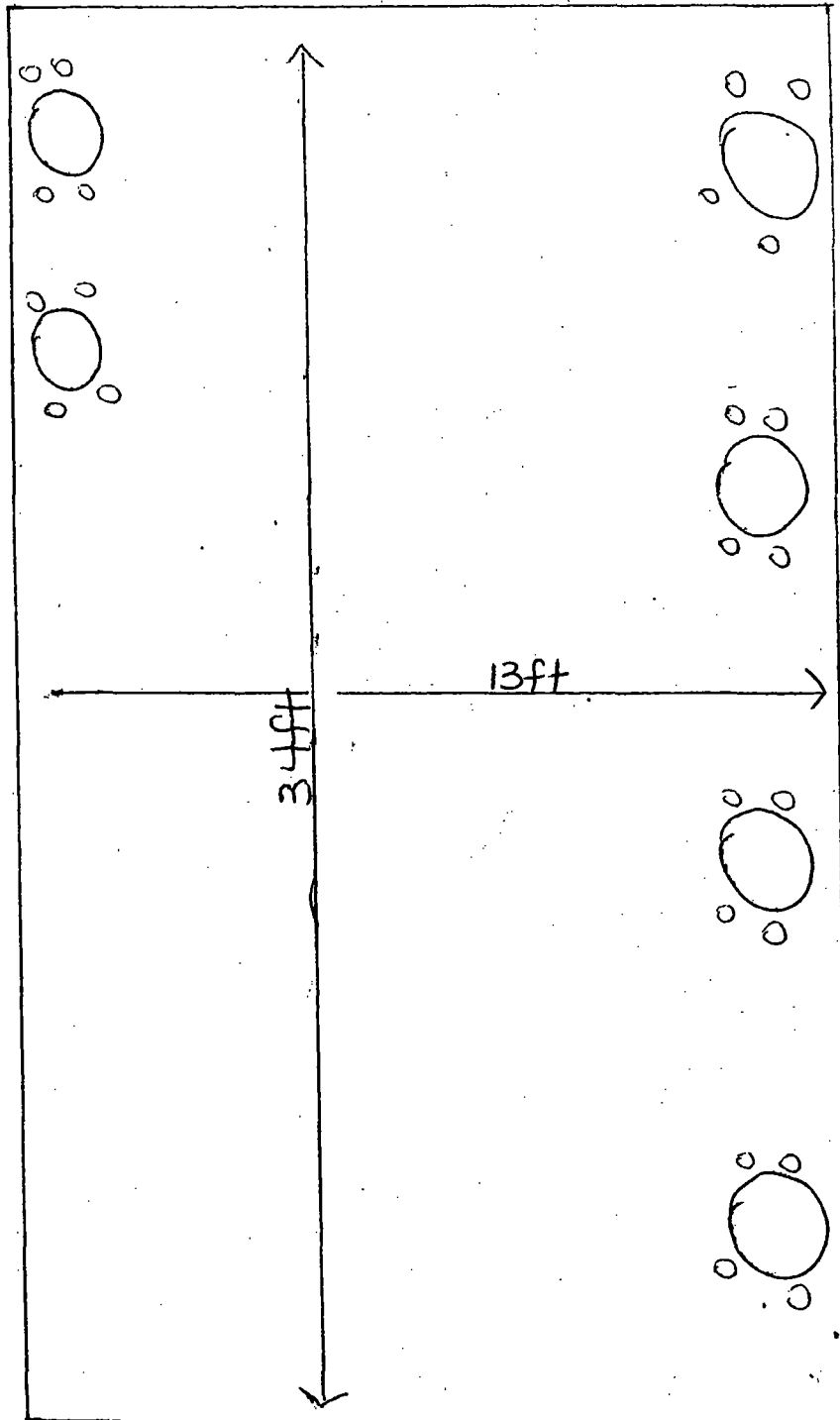
(Continued on page 30327)

Ordinance associated with this drawing printed on
pages 30323 through 30325 of this *Journal*.

Parkside Cafe
3258 S. Princeton

24 seats

measure from window to gate



(Continued from page 30325)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035890 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30328 of this *Journal*.]

RN 124/125 Company, L.L.C.

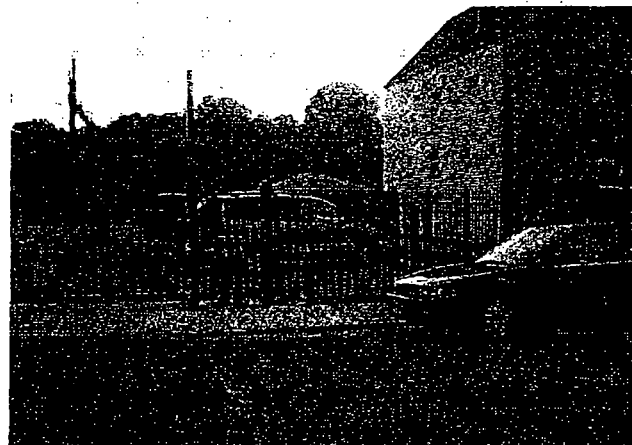
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to RN 124/125 Company, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) arch structure projecting over the public right-of-way adjacent to its premises known as 520 North Michigan Avenue. Said arch structure shall measure twenty (20) feet in length and eight (8) inches in width protruding from the building at the entrance doors on North Michigan Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 30329)

Ordinance associated with this drawing printed on
pages 30325 through 30327 of this *Journal*.



(Continued from page 30327)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035922 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage

[Drawing referred to in this ordinance printed
on page 30330 of this *Journal*.]

Mr. Francisco Rodriguez.

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

SECTION 1. Permission and authority are hereby given and granted to Francisco Rodriguez, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) existing fire escapes projecting over the public right-of-way adjacent to its premises known as 1215 -- 1225 West 18th Street. Said fire escapes shall be one (1) at twenty-eight (28) feet in length and three (3) feet in width for a total of eighty-four (84) square feet along the south side of West 18th Street, one (1) at seventy-six (76) feet in length and three (3) feet in width for a total of two hundred twenty-eight (228) square feet along the east side of South Allport Street, one (1) at ten (10) feet in length and three (3) feet in width for a total of thirty (30) square feet along the south side of West 18th Street and one (1) at ten (10) feet in length and three (3) feet in width for total of thirty (30) square feet along the west side of the public alley.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 30331)

(Continued from page 30329)

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

S. Group.

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

SECTION 1. Permission and authority are hereby given and granted to S. Group, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) kiosks in the public right-of-way adjacent to its premises known as 561 West Diversey Parkway. Each kiosk shall be seven (7) feet in height and three (3) feet in width. Kiosk Number 1 shall be located in front of the premises known as 541 West Diversey Parkway. Kiosk Number 2 shall be located in front of the premises known as 561 West Diversey Parkway. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035782 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 29, 2004.

[Drawing referred to in this ordinance printed
on page 30332 of this *Journal*.]

Ordinance associated with this drawing printed
on page 30331 of this *Journal*.

Revised
8-2-87
RR



Jens K. Doe

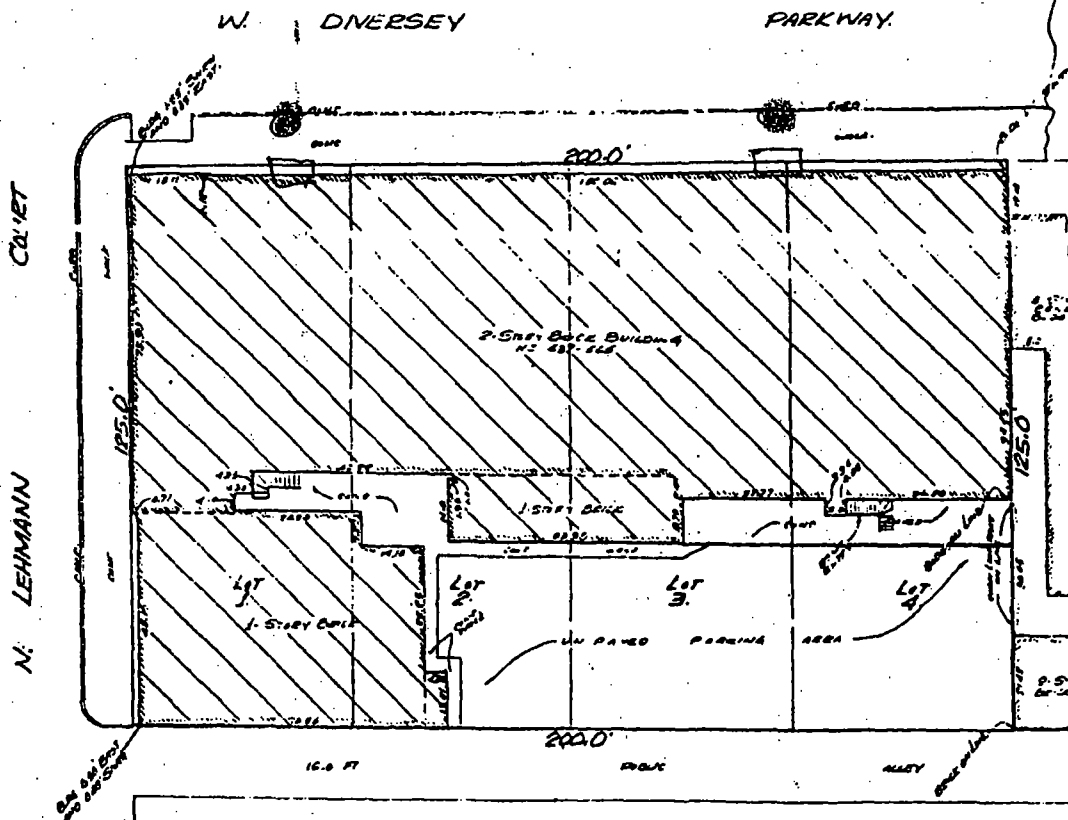
SURVEY SERVICE, INC.
Registered Land Surveyors

ORD. NO.
251463
ORDERED BY
LIPAL ABLE BUILDING CO.

PLAT OF SURVEY

of

LOTS 1, 2, 3 AND 4 IN LEHMAN'S DIVERSEY BOULEVARD ADDITION IN THE
SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



NOTE

Dimensions are not to be assumed or varied.

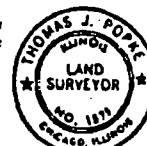
The legal Description noted on this plat is a copy of
the order and for accuracy MUST be compared
with Deed. For building instructions refer to your
surveyor, Deed or Contract.

State of Illinois
County of Cook) =

JENS K. DOE SURVEY SERVICE, INC. does hereby certify that a survey has been made under
its direction, by a Registered Illinois Land Surveyor of the property described hereon and that the
plat hereon drawn is a correct representation of said survey.

Chicago, Illinois Dated 9th day of SEPTEMBER, 19 85
JENS K. DOE SURVEY SERVICE, INC. *[Signature]*

THOMAS J. POPEE



SSDT, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to SSDT, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a structural metal canopy projecting over the public right-of-way adjacent to its premises known as 7208 South Ingleside Avenue. Said structural metal canopy shall measure forty-four (44) feet in length and five (5) feet in width for a total of two hundred twenty (220) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035824 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30334 of this *Journal*.]

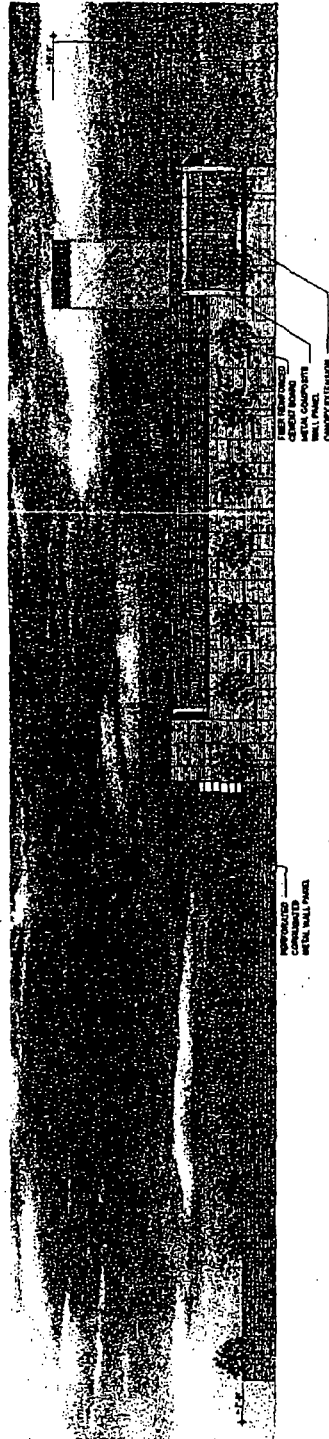
Van Buren Development L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Van Buren Development L.L.C., upon the terms and subject to the conditions of this

(Continued on page 30335)

Ordinance associated with this drawing printed
on page 30333 of this *Journal*.



West Elevation



South Elevation

ELEVATIONS
SCALE: 1"=50'-0"

APPLICANT: SOUTH SHORE DRILL TEAM
ADDRESS: 7208 South Englewood Ave.
CHICAGO, IL
DATE: MAY 5, 2004
REVISED DATE: JUNE 10, 2004

SOUTH SHORE DRILL TEAM
3000 South Englewood Ave. Chicago, IL 60640
Fig. 7.0

John Ronan Architect
3000 South Englewood Ave. Chicago, IL 60640
Fig. 7.0

(Continued from page 30333)

ordinance, to construct, install, maintain and use twenty-one (21) balconies projecting over the public right-of-way adjacent to its premises known as 1224 West Van Buren Street. Said balconies shall be ten (10) at five (5) feet in length and ten (10) feet in width located along West Van Buren Street and eleven (11) at five (5) feet in length and ten (10) feet in width located along West Gladys Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035595 herein granted the sum of One Thousand Fifty and no/100 Dollars (\$1,050.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30336 of this *Journal*.]

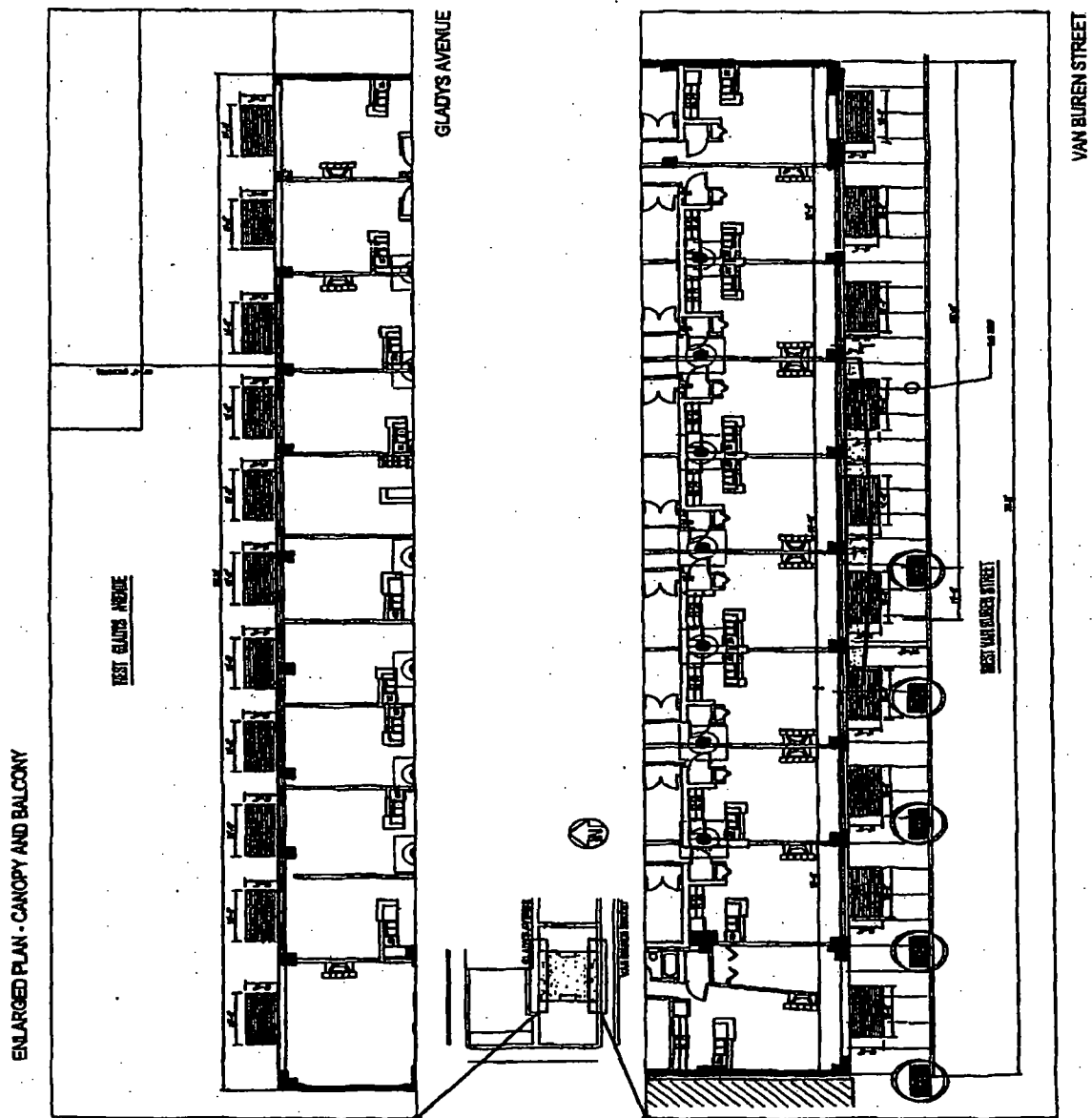
WLS Television Inc.

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

SECTION 1. Permission and authority are hereby given and granted to WLS Television Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, an existing vault under the public right-of-way adjacent to its premises known as 190 North State Street. Said vault shall

(Continued on page 30337)

Ordinance associated with this drawing printed on
pages 30333 through 30335 of this *Journal*.



(Continued from page 30335)

measure forty-six (46) feet in length and fourteen (14) feet in width for a total square footage of six hundred forty-four (644). Vault shall be used for the purpose of housing a generator for the building. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035536 herein granted the sum of One Thousand Five Hundred Forty-six and no/100 Dollars (\$1,546.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after July 7, 2004.

[Drawing referred to in this ordinance printed
on page 30338 of this *Journal*.]

15 South Throop Condo Association.

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

SECTION 1. Permission and authority are hereby given and granted to 15 South Throop Condo Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twelve (12) balconies projecting over the public right-of-way adjacent to its premises known as 15 South Throop Street. Each balcony shall measure sixteen (16) feet in length and six (6) feet in width. Said balconies will be located on the second (2nd) floor. The location

(Continued on page 30339)

(Continued from page 30337)

of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035783 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after September 1, 2004.

[Drawing referred to in this ordinance printed
on page 30340 of this *Journal*.]

53rd Woodlawn Kimbark Shopping Center, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to 53rd Woodlawn Kimbark Shopping Center, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use ornamental fencing on the public right-of-way for beautification purposes adjacent to its premises known as 5229 -- 5231 South Woodlawn Avenue and 1200 -- 1310 East 53rd Street. Along East 53rd Street, ornamental fencing shall measure one hundred ninety (190) feet in length with a height of four (4) feet. Along South Woodlawn Avenue, fencing shall measure eight (8) feet in length with a height of four (4) feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 30341)

(Continued from page 30339)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035643 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30342 of this *Journal*.]

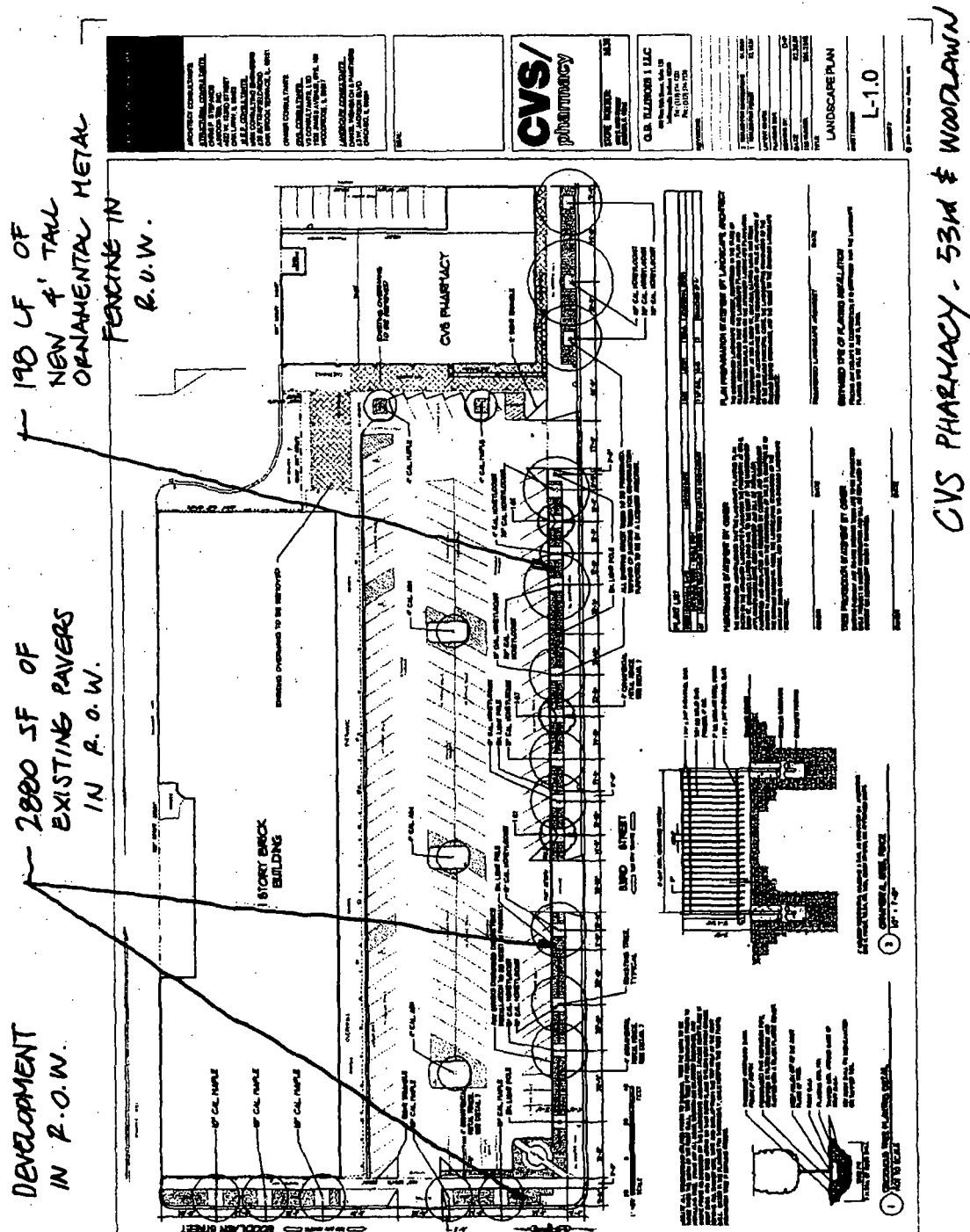
1035 North Dearborn L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to 1035 North Dearborn L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy and four (4) planters projecting over and in the public right-of-way adjacent to its premises known as 1035 North Dearborn Street. Said canopy shall measure nineteen (19) feet in length and nine and one-half (9½) feet in width located along North Dearborn Street. Said planters are for beautification purposes and shall measure one (1) at twenty-one (21) feet in length and six (6) feet in width located along North Dearborn Street, one (1) at sixteen (16) feet in length and six (6) feet in width located along North Dearborn Street, one (1) at twenty-four (24) feet in length and six (6) feet in width located along West Maple Street and one (1) at forty-nine (49) feet in length and six (6) feet in width located along West Maple Street. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

(Continued on page 30343)

Ordinance associated with this drawing printed on
pages 30339 through 30341 of this *Journal*.



(Continued from page 30341)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035915 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 30344 through 30345 of this *Journal*.]

3500 Morgan L.L.C.

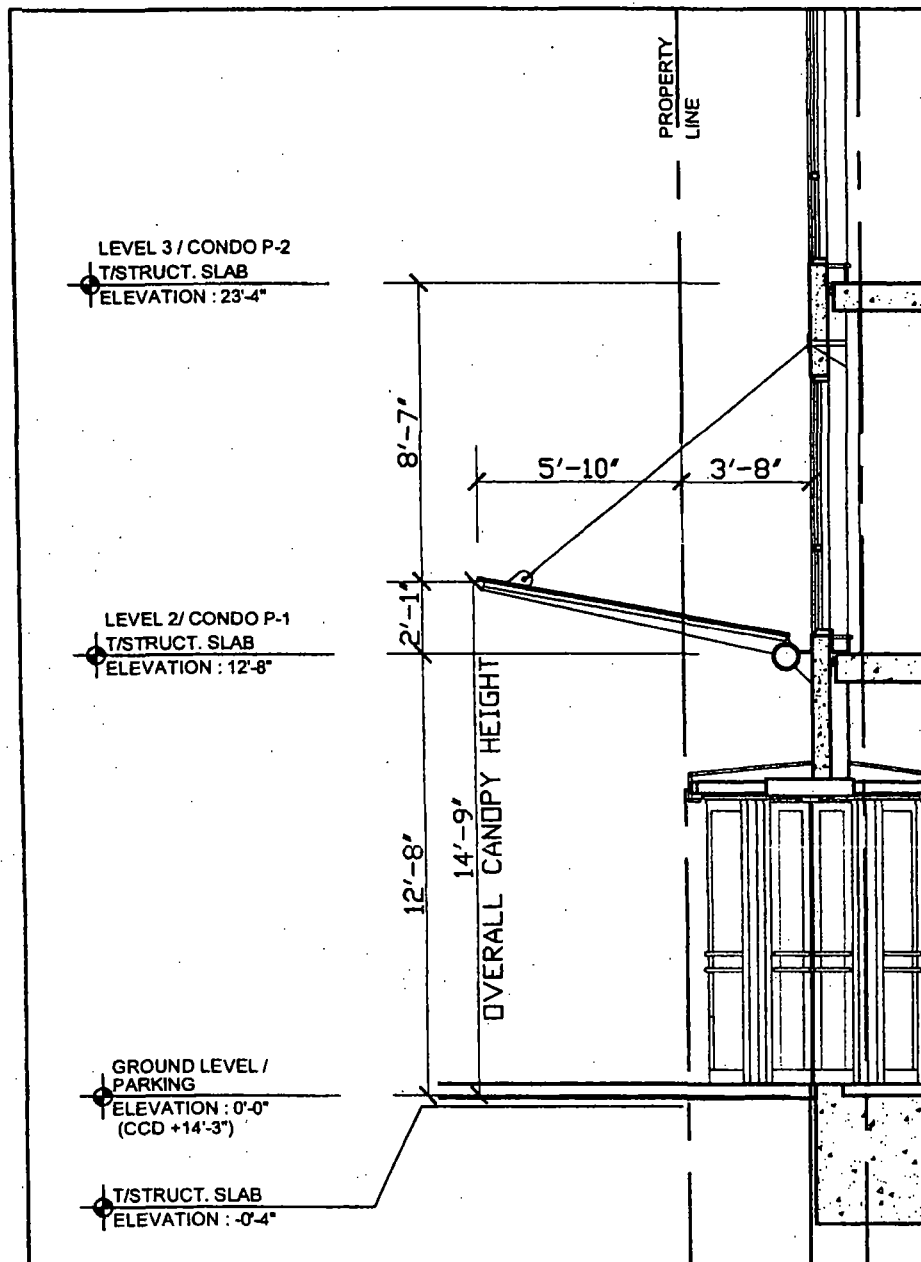
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 3500 Morgan L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) balconies projecting over the public right-of-way adjacent to its premises known as 3505 South Morgan Street. Said balconies shall each measure eighteen and two-tenths (18.2) feet in length and three (3) feet in width located along West 35th Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

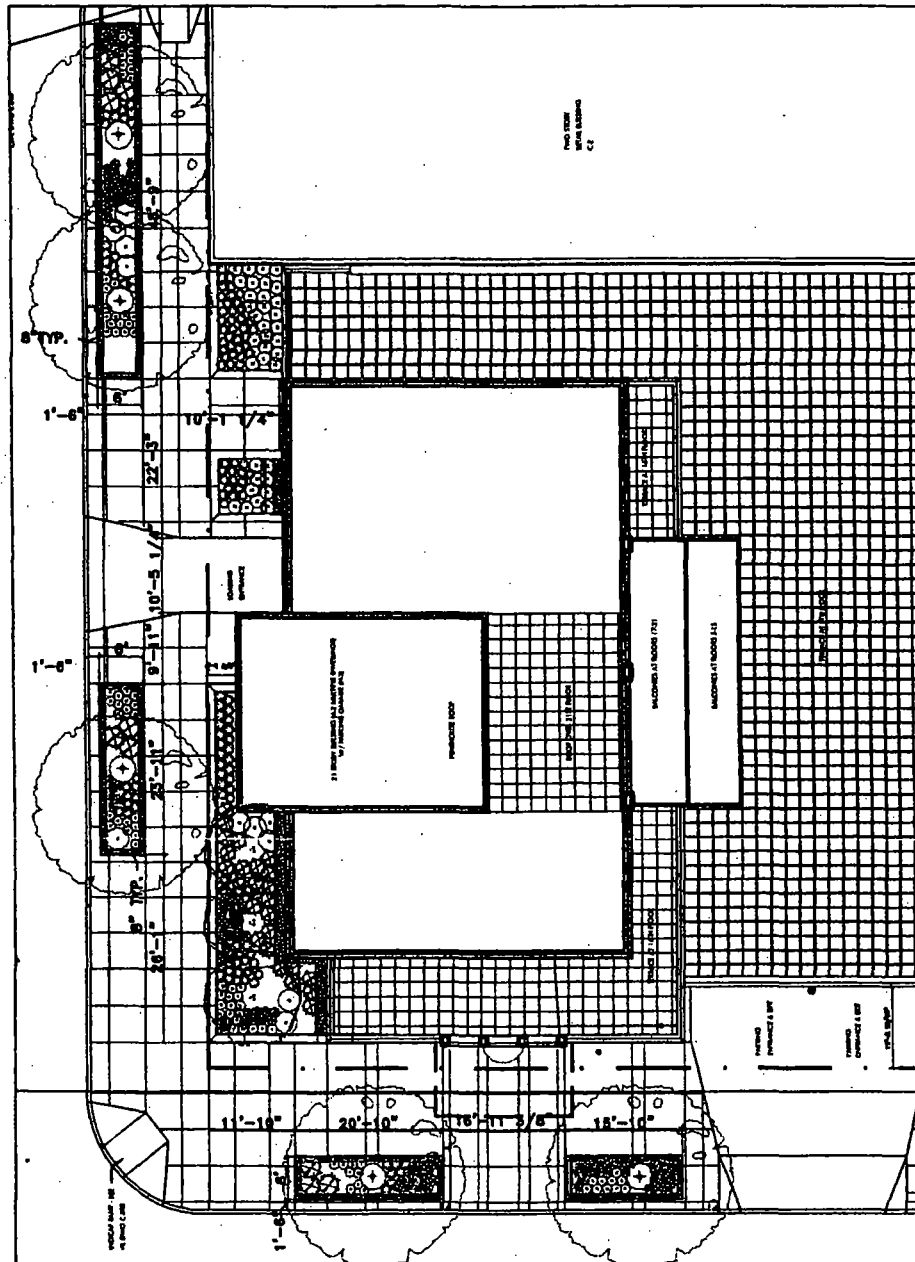
(Continued on page 30346)

Ordinance associated with this drawing printed on
pages 30341 through 30343 of this *Journal*.



MAPLE TOWER
CANOPY SECTION

Ordinance associated with this drawing printed on
pages 30341 through 30343 of this *Journal*.



MAPLE TOWER SIDEWALK PLANTERS

(Continued from page 30343)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035599 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30347 of this *Journal*.]

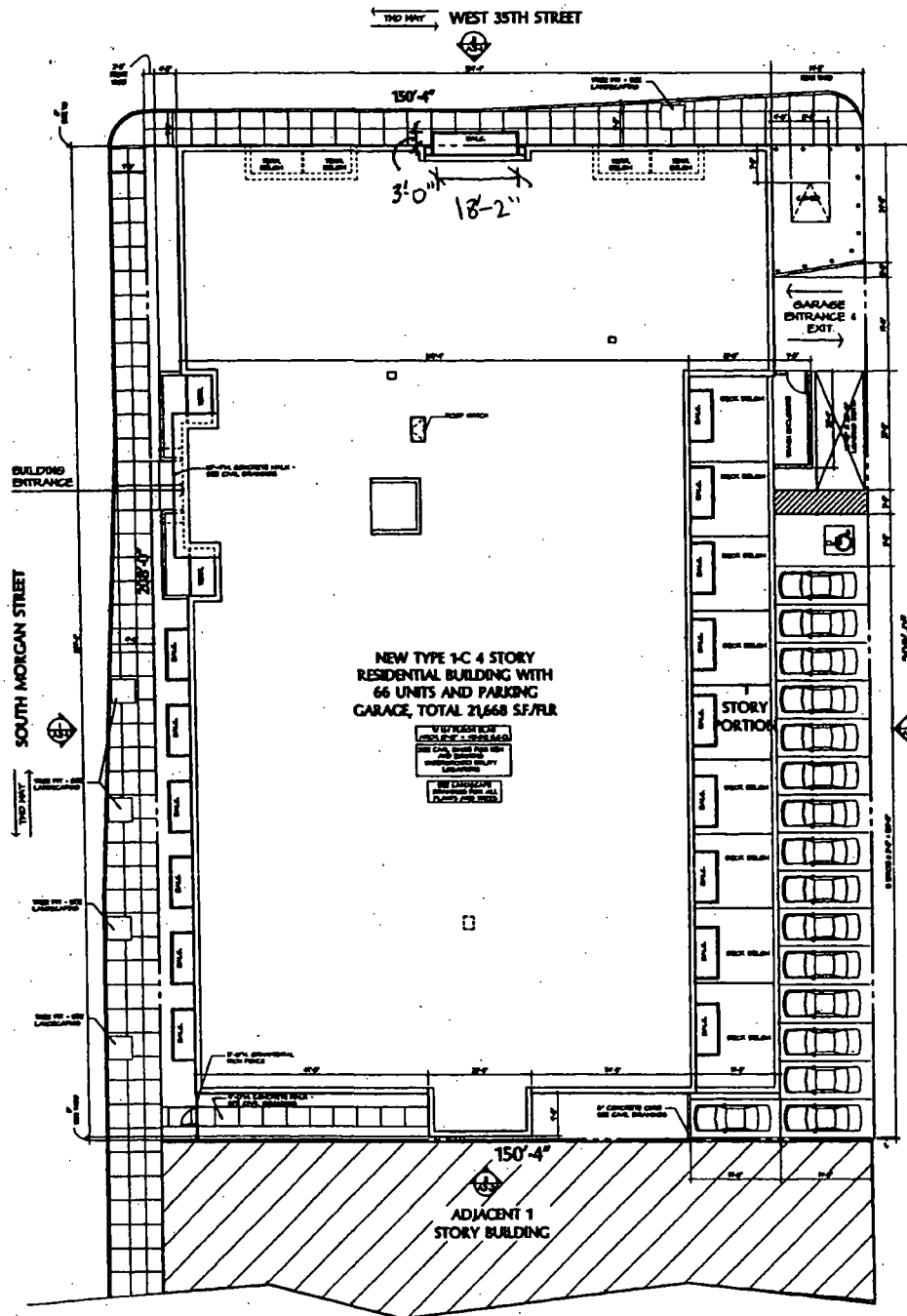
4301 North Sheridan, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to 4301 North Sheridan, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) cornice, one (1) canopy and four (4) areas of landscaping projecting over and in the public right-of-way adjacent to its premises known as 4301 North Sheridan Road. Said cornice shall measure sixteen (16) feet, four (4) inches in length and nine (9) inches in width located along North Sheridan Road. Said canopy shall be constructed of metal and shall measure nine (9) feet in length and two (2) feet, eleven (11) inches in width located along North Sheridan Road. Said areas of landscaping are for beautification purposes and each shall measure one (1) at thirty-four (34) feet, nine (9) inches in length and six (6) feet in width, one (1) at sixty-nine (69) feet, eleven (11) inches in length and six (6) feet in width, one (1) at thirty-two (32) feet, seven (7) inches in length and six (6) feet in width and one (1) at one hundred forty-five (145) feet, six

(Continued on page 30348)

Ordinance associated with this drawing printed on
pages 30343 through 30346 of this *Journal*.



① SITE PLAN
Scale 1" = 10'-0"

**FITZGERALD
ASSOCIATES
ARCHITECTS**

912 West Lake Street
Chicago, IL 60607
312.963.8900
FAX 312.963.1919
www.fitzgeraldarch.com

03097

**BRIDGEPORT
STATION**

3505 S. MORGAN
CHICAGO, IL

**3500 MORGAN
LLC**

20 W. HUBBARD
STREET, SUITE 3W
CHICAGO, IL 60610

REVISION	DATE	BY	CHK
1	09/01/04	JF	JF
2	09/01/04	JF	JF
3	09/01/04	JF	JF
4	09/01/04	JF	JF
5	09/01/04	JF	JF
6	09/01/04	JF	JF
7	09/01/04	JF	JF
8	09/01/04	JF	JF
9	09/01/04	JF	JF
10	09/01/04	JF	JF

THIS DRAWING IS THE PROPERTY OF FITZGERALD ASSOCIATES ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF FITZGERALD ASSOCIATES ARCHITECTS.

SITE
PLAN

A0-2

(Continued from page 30346)

(6) inches in length and six (6) feet in width located along North Sheridan Road. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035833 herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on
pages 30349 through 30350 of this *Journal*.]

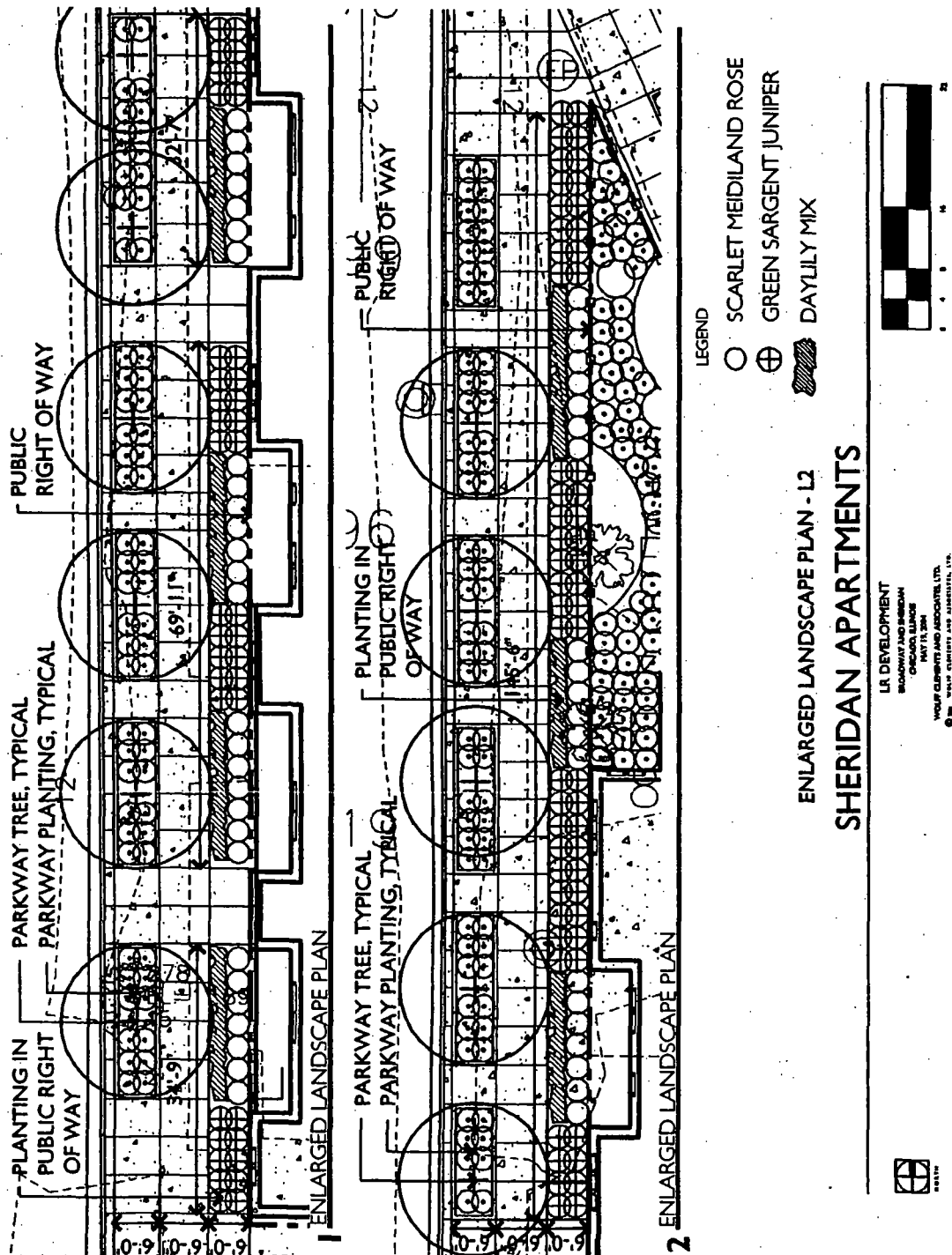
4800 Damen L.L.C.

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

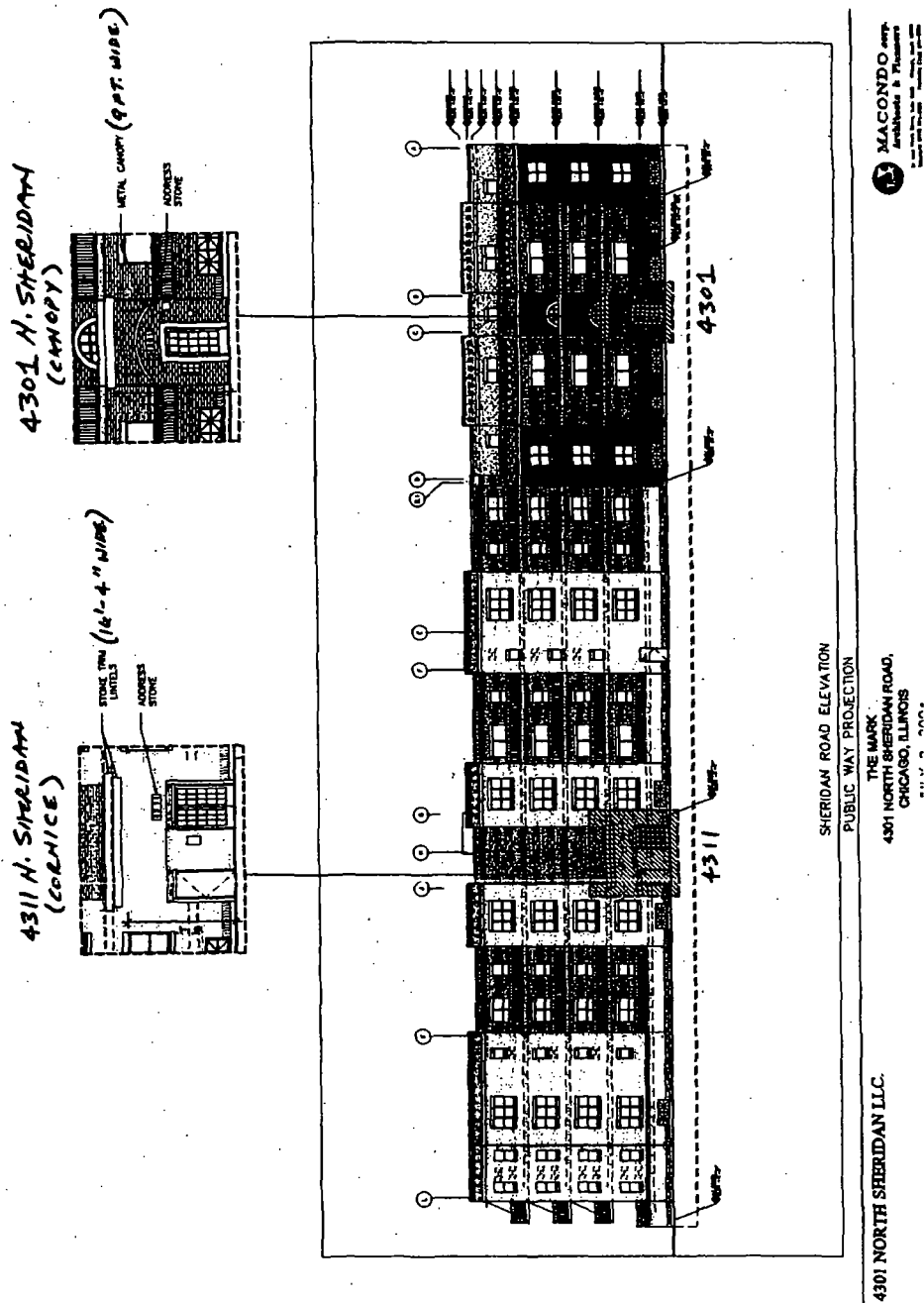
SECTION 1. Permission and authority are hereby given and granted to 4800 Damen L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) concrete curb tree planters on the public right-of-way for beautification purposes adjacent to its premises known as 4818 North Damen Avenue. Said planters shall be described as follows:

(Continued on page 30351)

Ordinance associated with this drawing printed on
pages 30346 through 30348 of this *Journal*.



Ordinance associated with this drawing printed on
pages 30346 through 30348 of this *Journal*.



(Continued from page 30348)

1. Along North Damen Avenue, said planter shall measure approximately thirty-four (34) feet in length and eight (8) feet in width.
2. Along North Damen Avenue, said planter shall measure approximately eighteen (18) feet in length and seven (7) feet in width.
3. Along North Damen Avenue, said planter shall measure approximately thirty-six (36) feet in length and seven (7) feet in width.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1035642 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 30352 of this *Journal*.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO MCZ CENTRUM ADAMS, L.L.C. TO
MAINTAIN AND USE BALCONIES ADJACENT TO
1040 WEST ADAMS STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 30353)

(Continued from page 30351)

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for MCZ Centrum Adams, L.L.C. on May 26, 2004 and printed upon page 25054 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting and adding language concerning dimensions and compensation. The original ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

Alderman Natarus 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 ordinance passed by the City Council of the City of Chicago for MCZ Centrum Adams, L.L.C. on May 26, 2004 and printed on pages 25055 and 25056 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting Section 1 in its entirety and inserting in lieu thereof a new Section 1, as follows:

Section 1. The ordinance passed by the City Council of the City of Chicago for MCZ Centrum Adams, L.L.C. on March 10, 2004 and printed upon pages 19961 and 19963 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "1040 West Hubbard Street. Twelve (12) balconies shall be seventeen and nine-tenths (17.9) feet in length and four and six-tenths (4.6) feet in width along West Adams Street and seven (7) balconies shall be eighteen (18) feet in length and four and six-tenths (4.6) feet in width along South Aberdeen Street" and inserting in lieu thereof the words: "1040 West Adams Street. Thirty-eight (38) balconies shall overhang the sidewalk along West Adams Street. Each balcony shall measure seventeen (17) feet, nine (9) inches in length and four (4) feet, six (6) inches in width. Twenty-one (21) balconies shall overhang the sidewalk along South Aberdeen Street. Each balcony shall measure eighteen (18) feet in length and four (4) feet, six (6) inches in width", and further, by deleting the compensation amount: "Nine Hundred Fifty and no/100 Dollars (\$950.00)" and inserting in lieu thereof the compensation amount: "Two Thousand Nine Hundred Fifty and no/100 Dollars (\$2,950.00)".

SECTION 2. This ordinance shall be in effect upon its passage.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed orders transmitted

herewith to construct, maintain and use sundry canopies by various establishments. These orders were referred to the Committee on July 21, 2004 and August 26, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Amore Ristorante: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Amore Ristorante ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1330 West Madison Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) feet in length and four (4) feet in width. The Permittee

shall pay to the City of Chicago as compensation for the privilege Number 1033765 the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Barney's America, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Barney's America, Inc. ("Permittee") to construct, maintain and use twelve (12) canopies over the public way attached to the structure located at 25 East Oak Street for a period of three (3) years from and after August 2, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed twelve (12) at thirteen (13) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege

Number 1035754 the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Camco: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Camco ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 121 West Chestnut Street for a period of three (3) years from and after May 2, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at fifty-one (51) feet in length and seven (7) feet in width, one (1) at twenty-two (22) feet in length and seven (7) feet in width and one (1) at

twenty-five (25) feet in length and seven (7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035813 the sum of Two Hundred Twenty-eight and no/100 Dollars (\$228.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Doty Nash Funeral Home, Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Doty Nash Funeral Home, Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 8620 South Stony Island Avenue for a period of three (3) years from and after July 7, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-three (43) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the

privilege Number 1035153 the sum of Sixty-eight and no/100 Dollars (\$68.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

First FM Joint Venture: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to First FM Joint Venture ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 33 West Illinois Street for a period of three (3) years from and after June 10, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-one and eight-tenths (21.8) feet in length and four and eight-tenths (4.8) feet in width, one (1) at twenty-one and eight-tenths (21.8) feet in length and four and eight-tenths (4.8) feet in width, one (1) at twenty-one and eight-tenths (21.8) feet in length and four and eight-tenths (4.8) feet in

width and one (1) at twenty-one and eight-tenths (21.8) feet in length and four and eight-tenths (4.8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1034628 the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Fitplex: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Fitplex ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1235 North LaSalle Drive for a period of three (3) years from and after June 27, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen and six-tenths (14.6) feet in length and four and nine-tenths (4.9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the

privilege Number 1035494 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Italian Superior Bakery: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Italian Superior Bakery ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 931 South Western Avenue for a period of three (3) years from and after July 19, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035382 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Mr. John Gil Kong: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to John Gil Kong ("Permittee") to construct, maintain and use ten (10) canopies over the public way attached to the structure located at 2657 North Clybourn Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at six and nine-tenths (6.9) feet in length and four (4) feet in width, two (2) at eight and three-tenths (8.3) feet in length and four (4) feet in width, six (6) at eight and eleven hundredths (8.11) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035884 the sum of Five Hundred and no/100 Dollars (\$500.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Mark Twain Hotel: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mark Twain Hotel ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 111 West Division Street for a period of three (3) years from and after July 25, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at eleven (11) feet in length and six (6) feet in width, one (1) at twenty-seven (27) feet in length and three (3) feet in width and one (1) at twenty-four (24) feet in length and two and four-tenths (2.4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035360 the sum of One Hundred Fifty-two and no/100 Dollars (\$152.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Metropolis Coffee Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Metropolis Coffee Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1039 -- 1041 West Granville Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-five (35) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035788 the sum of Sixty and no/100 Dollars (\$60.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Parkside Cafe: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Parkside Cafe ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 308 West 33rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036264 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted

to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Roscoe's Tavern Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Roscoe's Tavern Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3354 -- 3356 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-three (33) feet in length and seventeen (17) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035551 the sum of Fifty-eight and no/100 Dollars (\$58.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted

to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Sandy's Bakery & Deli: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sandy's Bakery & Deli ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5857 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1034236 the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation

until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

Triangle Camera: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Triangle Camera ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 3445 North Broadway for a period of three (3) years from and after July 29, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at seventy-nine (79) feet in length and three (3) feet in width and one (1) at five (5) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035743 the sum of One Hundred Fifty-four and no/100 Dollars (\$154.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual

compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

4 Taste Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 4 Taste Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 415 North Milwaukee Avenue for a period of three (3) years from and after June 27, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed five (5) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035552 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted

to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

1448 North Lake Shore Drive Building Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 1448 North Lake Shore Drive Building Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1448 North Lake Shore Drive for a period of three (3) years from and after August 30, 2004 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035767 the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted

to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

This order has been approved as to form and legality by the Corporation Counsel of the City of Chicago.

A twenty-five percent (25%) penalty will be added for payments received after due date.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass the proposed ordinances transmitted herewith for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes. These ordinances were referred to the Committee on July 21, 2004 and August 26, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Acqualina.

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

SECTION 1. Permission and authority are hereby given and granted to Acqualina, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4363 North Lincoln Avenue. Said sidewalk cafe area shall be sixty-nine (69) feet in length and thirteen and seventy-five hundredths (13.75) feet in width for a total of nine hundred forty-eight and seventy-five hundredths (948.75) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Montrose Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$521.82/Seating: 20.

This grant of privilege Number 1026386 for sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Albert's Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to Albert's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 52 West Elm Street. Said sidewalk cafe area Number 1 shall be twenty-five (25) feet in length and eight (8) feet in width and sidewalk cafe area Number 2 shall be twenty-eight (28) feet in length and eight (8) feet in width for a total of four hundred twenty-four (424) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Friday, 10:00 A.M. to 10:00 P.M.
Saturday and Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: \$487.60/Seating: 14.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1035879 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Babylon Eatery.

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

SECTION 1. Permission and authority are hereby given and granted to Babylon Eatery, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2023 North Damen Avenue. Said sidewalk cafe area shall be twenty-one (21) feet in length and four (4) feet in width for a total of eighty-four (84) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:30 A.M. to 10:00 P.M.

Sunday, 10:30 A.M. to 9:00 P.M.

Compensation: \$300.00/Seating: 12.

This grant of privilege Number 1035887 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Barberry Kitchen.

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

SECTION 1. Permission and authority are hereby given and granted to Barberry Kitchen, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2819 North Southport Avenue. Said sidewalk cafe area shall be twenty-two and seven-tenths (22.7) feet in length and nine and five-tenths (9.5) feet in width for a total of two hundred fifteen and sixty-five hundredths (215.65) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday, 4:00 P.M. to 10:00 P.M.

Tuesday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 18.

This grant of privilege Number 1035729 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Bridgeport Coffee House, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Bridgeport Coffee House, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3101 South Morgan Street. Said sidewalk cafe area Number 1 shall be thirty-six (36) feet in length and six (6) feet in width and sidewalk cafe area Number 2 shall be twelve (12) feet in length and six (6) feet in width for a total of two hundred eighty-eight (288) square feet and shall allow six (6)

feet of clear space from the face of the curb/building line along West 31st Street and South Morgan Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 9:00 P.M.

Compensation: \$300.00/Seating: 16.

This grant of privilege Number 1035732 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Caffe Baci Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Caffe Baci Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 20 North Michigan Avenue. Said sidewalk cafe area shall be forty-eight (48) feet in length and six and eight-tenths (6.8) feet in width for a total of three hundred twenty-six and four-tenths (326.4) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 7:00 P.M.

Saturday and Sunday, 8:00 A.M. through 9:00 P.M.

Compensation: \$489.60/Seating: 30.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1036235 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Coldstone Creamery.

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

SECTION 1. Permission and authority are hereby given and granted to Coldstone Creamery, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 21 West Ontario Street. Said sidewalk cafe area Number 1 shall be eight (8) feet in length and eight (8) feet in width and sidewalk cafe area Number 2 shall be eight (8) feet in length and six and five-tenths (6.5) feet in width for a total of one hundred sixteen (116) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Sunday through Thursday, 11:00 A.M. to 11:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 10.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1035869 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Cucina Bella Osteria & Wine Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Cucina Bella Osteria & Wine Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1612 North Sedgwick Street. Said sidewalk cafe area shall be fifty (50) feet in length and nineteen (19) feet in width for a total of nine hundred fifty (950) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Sedgwick Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:30 A.M. to 10:00 P.M.

Friday and Saturday, 11:30 A.M. to 12:00 Midnight

Compensation: \$1,710.00/Seating: 60.

This grant of privilege Number 1035801 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

The Flat Top Grill.

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

SECTION 1. Permission and authority are hereby given and granted to The Flat Top Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 319 West North Avenue. Said sidewalk cafe area shall be forty-nine (49) feet in length and six (6) feet in width for a total of two hundred ninety-four (294) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Orleans Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 5:00 P.M. to 10:00 P.M.

Friday through Sunday, 11:30 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 14.

This grant of privilege Number 1035640 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Fruit Factory Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Fruit Factory Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for a sidewalk cafe adjacent to its premises located at 175 West Jackson Boulevard. Said sidewalk cafe area Number 1 shall be eight (8) feet in length and six (6) feet in width, sidewalk cafe area Number 2 shall be twelve (12) feet in length and three (3) feet in width and

sidewalk cafe area Number 3 shall be eight (8) feet in length and sixteen (16) feet in width for a total of two hundred twelve (212) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Van Buren Street. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Monday through Friday, 8:00 A.M. to 10:00 P.M.
Saturday and Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: \$300.00/Seating: 6.

This grant of privilege Number 1035784 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Gannon's Pub.

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

SECTION 1. Permission and authority are hereby given and granted to Gannon's Pub, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4264 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and seven (7) feet in width for a total of one hundred seventy-five (175) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Cullom Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 4:00 P.M. to 9:00 P.M.
Saturday and Sunday, 11:00 A.M. to 9:00 P.M.

Compensation: \$300.00/Seating: 20.

This grant of privilege Number 1035863 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Mario's Taco House.

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

SECTION 1. Permission and authority are hereby given and granted to Mario's Taco House, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2413 West North Avenue. Said sidewalk cafe area shall be twenty-three and eleven hundredths (23.11) feet in length and six and two-tenths (6.2) feet in width for a total of one hundred forty-three and twenty-eight hundredths (142.28) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West North Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 9:00 A.M. to 12:00 A.M.

Compensation: \$300.00/Seating: 8.

This grant of privilege Number 1035889 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

Starbucks Coffee Number 2234.

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Number 2234, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 200 West Adams Street. Said sidewalk cafe area shall be twenty (20) feet in length and six (6) feet in width for a total of one hundred twenty (120) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 5:00 P.M.

Saturday and Sunday, 8:00 A.M. to 4:00 P.M.

Compensation: \$300.00/Seating: 6.

This grant of privilege Number 1035896 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

3-Penny Cinema.

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

SECTION 1. Permission and authority are hereby given and granted to 3-Penny Cinema, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2424 -- 2426 North Lincoln Avenue. Said sidewalk cafe area shall be fifty-seven (57) feet in length and four and six-tenths (4.6) feet in width for a total of two hundred sixty-two and two-tenths (262.2) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln

Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 11:00 P.M.

Friday and Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00/Seating: 36.

This grant of privilege Number 1035637 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2004 through, and including, November 1, 2004.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO FRESH CHOICE FOR
SIDEWALK CAFE ADJACENT TO
3351 NORTH BROADWAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Fresh Choice on March 31, 2004 and printed upon page 21463 of the *Journal of the Proceedings of the City Council of the City of Chicago* by changing the dimensions of the sidewalk cafe. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Fresh Choice on March 31, 2004 and printed upon page 21463 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Said sidewalk cafe area shall be twenty-seven (27) feet in length and eleven (11) feet in width" and inserting in their place the words: "Said sidewalk cafe area shall be twenty-seven (27) feet, six (6) inches in length and ten (10) feet, two (2) inches in width".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO TO PHO RESTAURANT
FOR SIDEWALK CAFE ADJACENT TO
19 NORTH WABASH AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for To Pho Restaurant on May 26, 2004 and printed upon page 25198 of the *Journal of the Proceedings of the City Council of the City of Chicago* by adding new dimensions and compensation for the sidewalk cafe. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for To Pho Restaurant on May 26, 2004 and printed upon page 25198 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "sidewalk cafe shall be sixteen and ninety-five hundredths (16.95) feet in length and fifteen and three-tenths (15.3) feet in width for a total of two hundred fifty-nine and thirty-four hundredths (259.34) square feet. Compensation for sidewalk cafe: One Thousand One Hundred Sixty-seven and 01/100 Dollars (\$1,167.01)" and inserting in their place the words: "sidewalk cafe shall be twelve and five-tenths (12.5) feet in length and twelve (12) feet in width for a total of one hundred fifty (150) square feet. Compensation for sidewalk cafe: Six Hundred Seventy-five and no/100 Dollars (\$675.00").

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO YOSHI'S CAFE FOR SIDEWALK CAFE
ADJACENT TO 3257 NORTH HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Yoshi's Cafe on May 5, 2004 and printed upon page 23111 of the *Journal of the Proceedings of the City Council of the City of Chicago* by changing the dimensions and compensation for the sidewalk cafe. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Yoshi's Cafe on May 5, 2004 and printed upon page 23111 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by

deleting the words: "Said sidewalk cafe shall measure forty-four (44) feet in length and nine and five-tenths (9.5) feet in width for a total of four hundred eighteen (418) square feet. Compensation: \$627.00" and inserting in their place the words: "Said sidewalk cafe shall measure fifty-five (55) feet in length and ten (10) feet in width for a total of five hundred fifty (550) square feet. Compensation: \$825.00".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

APPROVAL OF EMERSON'S SUBDIVISION IN AREA BOUNDED
BY SOUTH PRAIRIE AVENUE, EAST 18TH STREET AND
ILLINOIS CENTRAL RAILROAD (METRA).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the proposed Emerson's Subdivision having frontage of 368.96 feet on the east line of South Prairie Avenue, running north from a point 255.0 feet, more or less, north of the north line of East 18th Street and lying westerly of the westerly line of the right-of-way line of the Illinois Central Railroad (Metra) for the Central Station, L.L.C. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

Alderman Natarus 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Emerson's Subdivision having frontage of 368.96 feet on the east line of South Prairie Avenue running north from a point 255.0 feet, more or less, north of the north line of East 18th Street and lying westerly of the westerly line of the right-of-way line of the Illinois Central Railroad (Metra) for Central Station, L.L.C. (File Number 22-2-04-2812).

[Plat referred to in this ordinance printed on
page 30390 of this *Journal*.]

AUTHORIZATION FOR APPROVAL OF PLAT OF ROBERT TAYLOR
HOMES NEIGHBORHOOD A-1 SUBDIVISION AND DEDICATION
AND REDEDICATION OF SPECIFIED PUBLIC WAYS AND
STRIPS OF LAND IN BLOCK BOUNDED BY WEST
40TH STREET, SOUTH STATE STREET, WEST ROOT
STREET AND METRA (FORMERLY CHICAGO
ROCK ISLAND AND PACIFIC RAILROAD).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Robert Taylor Homes Neighborhood A-1 Subdivision in the area bounded by West 40th Street, South State Street, West Root Street and the east line of the right-of-way of Metra (formerly the Chicago Rock Island and Pacific Railroad). This ordinance was referred to the Committee on August 26, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

Alderman Natarus 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Robert Taylor Homes Neighborhood A-1 Subdivision in the area bounded by West 40th Street, South State Street, West Root Street and the east line of the right-of-way of Metra (formerly the Chicago Rock Island and Pacific Railroad) and also providing for the dedication and rededication and open up for public use South Dearborn Street, between West 40th Street and West Root Street, also providing for the dedication and rededication of West 40th Place between South Federal Street and South Dearborn Street, also providing for the dedication and rededication of the sundry east/west and north/south 16-foot alleys in the area bounded by West 40th Street, South State Street, West Root Street and South Federal Street, also dedicating a strip of land 0.94 feet wide for widening of an existing public alley running south from the south line of West 40th Street along the west line of the north/south 14.0 foot alley between South Dearborn Street and South State Street for a distance of 59.0 feet, also dedicating a strip of land 1.06 feet wide for widening of an existing public alley running south from the south line of West 40th Street along the east line of the aforesaid north/south 14.0 foot alley for a distance of 79.0 feet as shown on the drawing attached hereto for the Chicago Housing Authority (File Number 4-3-O4-2785S).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance omitted for printing purposes
but on file and available for public inspection in the
Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF ROCKWELL GARDENS HOPE
VI SUBDIVISION AND CONSOLIDATION IN AREA BOUNDED
BY WEST ADAMS STREET, SOUTH WESTERN AVENUE,
WEST JACKSON BOULEVARD, WEST VAN BUREN
STREET AND SOUTH ARTESIAN AVENUE AND
DEDICATIONS AND WIDENINGS OF
SUNDRY PUBLIC ALLEYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Rockwell Gardens Hope VI Subdivision and consolidation having frontage on the south line of West Adams Street, between South Campbell Avenue and South Western Avenue, as widened, also having frontage on the west line of said South Western Avenue, between West Adams Street and West Jackson Boulevard, also that part located in the area bounded by West Jackson Boulevard, said South Western Avenue, West Van Buren Street and South Artesian Avenue, also providing for the dedication of West Gladys Avenue and alley dedications and alley widenings. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

Alderman Natarus 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Rockwell Gardens Hope VI Subdivision and Consolidation having frontage on the south line of West Adams Street, between South Campbell Avenue and South Western Avenue as widened, also having frontage on the west line of said South Western Avenue, between West Adams Street and West Jackson Boulevard, also that part located in the area bounded by West Jackson Boulevard, said South Western Avenue, West Van Buren Street and South Artesian Avenue, also providing for the dedication of West Gladys Avenue and alley dedications and alley widenings all in the area described above as shown on the attached plat for EastLake Management and Development Corp. (File Number 13-2-04-2811).

[Plat referred to in this ordinance omitted for
printing purposes but on file and available
for public inspection in the Office
of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF STATEWAY
GARDENS PHASE 1 SUBDIVISION IN BLOCK BOUNDED
BY WEST 35TH STREET, WEST 36TH STREET, SOUTH
STATE STREET AND METRA RIGHT-OF-WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed Stateway Gardens Phase 1 Subdivision in the area bounded by West 35th Street, West 36th Street, South State Street and the east line of the Metra right-of-way. This ordinance was referred to the Committee on August 26, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

Alderman Natarus 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Stateway Gardens Phase 1 Subdivision in the area bounded by West 35th Street, South State Street, the east line of the Metra right-of-way and a line 791.51 feet, more or less, south of the south line of existing West 35th Street, also providing for the dedication

and rededication of South Dearborn Street, South Federal Street, the widening of West 35th Street, West 35th Place, and West 36th Street, also providing dedication of sundry north/south and east/west 18 foot public alleys all in the area described above for the Chicago Housing Authority (file Number 33-3-04-2784S).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance omitted for
printing purposes but on file and available
for public inspection in the Office
of the City Clerk.]

VACATION OF PORTION OF SOUTH FEDERAL STREET
AT INTERSECTION OF WEST 35TH STREET
AND SOUTH STATE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation, dedication and rededication in the area bounded by West 35th Street, West 36th Street, South State Street and South Federal Street. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of the public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the 24 foot wide South Federal Street lying in the east half of the southeast quarter of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: commencing at the intersection of the south line of the 66 foot wide West 35th Street with the west line of the 100 foot wide South State Street in the east half of the southeast quarter of Section 33, aforesaid; thence along the south line of West 35th Street, aforesaid, having an assumed bearing of south 88 degrees, 57 minutes, 33 seconds west, 627.92 feet to the west line of South Federal Street aforesaid; thence south 01 degree, 02 minutes, 32 seconds east along the west line of South Federal Street aforesaid, being also along a line drawn 627.92 feet west of and parallel with the west line of South State Street aforesaid, 12.00 feet to the point of beginning; thence south 01 degree, 02 minutes, 32 seconds east, continuing along the west line of South Federal Street aforesaid, 829.73 feet; thence north 05 degrees, 39 minutes, 35 seconds east 50.36 feet; thence north 01 degree, 10 minutes, 21 seconds west 779.72 feet to a point on a line drawn 12.00 feet south of and parallel with the south line of West 35th Street aforesaid; thence south 88 degrees, 57 minutes, 33 seconds west, along the last mentioned parallel line 4.11 feet to the point of beginning, in Cook County, Illinois as shaded and indicated by the words "To Be Vacated" on the drawing hereto

attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the "To Be Vacated" street with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on said easement herein reserved for The Peoples Gas Light and Coke Company or other use made of said area which would interfere with the construction, operation, maintenance, repair, removal, or replacement of said facilities or the construction of additional facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Housing Authority, shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the street hereby vacated if such construction is deemed necessary by the Commissioner of Transportation. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within three hundred sixty-five (365) days after the passage of this ordinance, the Chicago Housing Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing and Legal Description referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY EAST 111TH STREET, SOUTH MICHIGAN
AVENUE, EAST 111TH PLACE AND
SOUTH STATE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the vacation of the south 120.55 feet, more or less, of the north/south 16 foot public alley in the block bounded by East 111th Street, South Michigan Avenue, East 111th Place and South State Street. This ordinance was referred to the Committee on May 26, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the north/south 16 foot public alley lying west of the west line of Lots 4 to 8, both inclusive, lying east of the east line of Lot 36, lying south of the easterly extension of the north line of Lot 36 and lying north of a line drawn from the southwest corner of Lot 8 to the southeast corner of Lot 36 all in Block 1 in subdivision of that part of Lot 1 of the Assessor's Division of the west half of the northwest quarter of Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said part of public alley herein vacated being further described as the south 120.55 feet, more or less, of the north/south 16 foot public alley in the block bounded by East 111th Street, South Michigan Avenue, East 111th Place and South State Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and SBC, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Seaway National Bank shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of the public alley hereby vacated the sum of Thirty-four Thousand Five Hundred and no/100 Dollars (\$34,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one

hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in East 111th Place between South State Street and South Michigan Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Seaway National Bank shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed
on page 30402 of this *Journal*.]

VACATION, DEDICATION AND REDEDICATION OF PORTIONS
OF PUBLIC WAYS IN BLOCK BOUNDED BY WEST 40TH
STREET, WEST ROOT STREET, SOUTH STATE
STREET AND METRA RIGHT-OF-WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the vacation,

(Continued on page 30403)

Ordinance associated with this drawing printed on
pages 30400 through 30401 of this *Journal*.

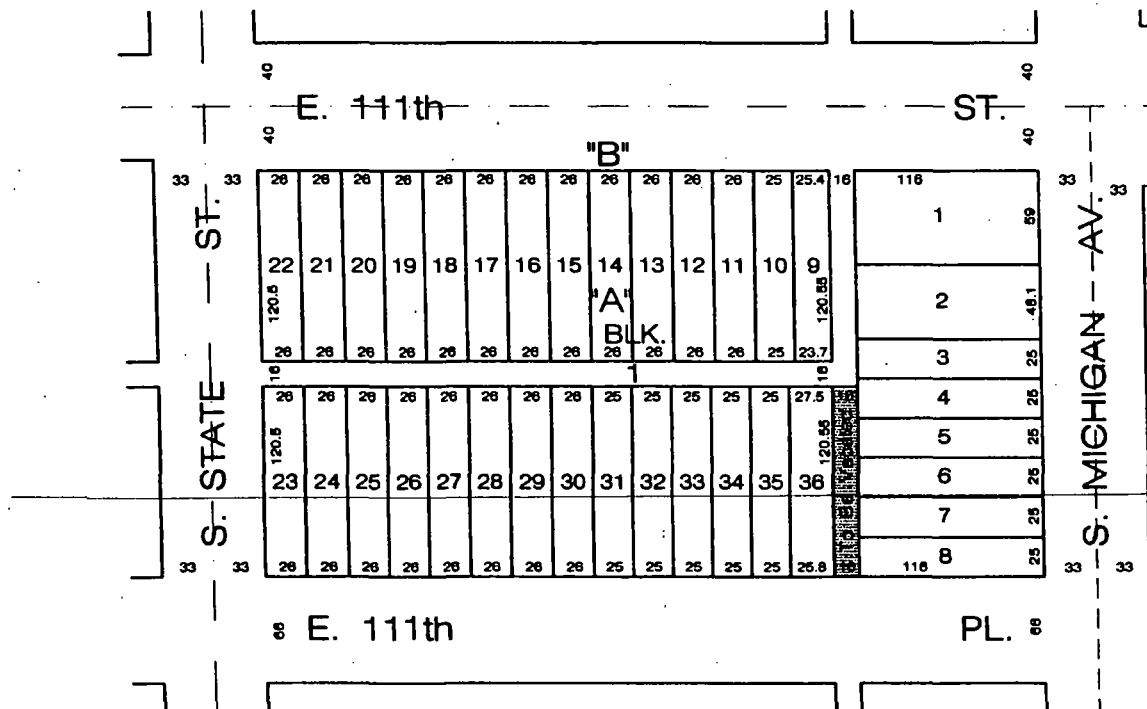
"A"

Subdivision of that part of Lot 1 of the Assessors Division of W. $\frac{1}{2}$ of the
N.W. $\frac{1}{4}$ of Sec. 22-37-14.

"B"

Deeds to Village of Hyde Park of N. 7ft. of Lots 1 and 9 to 22 in
Subdivision of that part of Block 1 of Assessors Division of W. $\frac{1}{2}$ of the
N.W. $\frac{1}{4}$ of Sec. 22-37-14 for Widening 111th St.
Rec. Nov. 16, 1882. Doc. # 432652-53 and 54.

DR. NO. 22-09-03-2756



(Continued from page 30401)

dedication and rededication in the area bounded by West 40th Street, South State Street, West Root Street and the Metra right-of-way parallel to South Federal Street. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of those portions of parts of public streets described in the following ordinance; now, therefore,

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

SECTION 1. That part of South Federal Street lying east of and adjoining Lots 1 to 21, both inclusive, in Block 4 in Rawson and Ackerly's Subdivision of the north 74 rods of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, together with that part of South Federal Street lying east of and adjoining Lots 1 to 8 in Block 3 in W. F. Day's Subdivision of part of the northeast quarter of said Section 4, together with that part of South Federal Street lying east of and adjoining Lots 1 to 5 in Block 3 in Hubbard, Crocker and Stone's Subdivision of 10 acres north of and adjoining the south three-eighths and east and adjoining the west $22\frac{1}{2}$ acres of the north five-eighths of the northeast quarter of said Section 4, taken as a tract and described as follows:

beginning at the point of intersection of the westerly extension of the south line of West 40th Street as widened with the east line of Lot 1 in Block 4 in Rawson and Ackerly's Subdivision aforesaid; thence north 88 degrees, 34 minutes 47 seconds east along said easterly extension, 5.00 feet; thence south 01 degree, 28 minutes, 03 seconds east, 450.47 feet; thence southerly 50.80 feet along the arc of a circle convex westerly, having a radius of 228.00 feet and whose chord bears south 07 degrees, 50 minutes, 36 seconds east, a distance of 50.69 feet; thence southerly 38.22 feet along the arc of a circle convex easterly, having a radius of 172.00 feet and whose chord bears south 07 degrees, 51 minutes, 39 seconds east, a distance of 38.14 feet; thence south 01 degree, 29 minutes, 45 seconds east 312.68 feet to its point of intersection with the easterly extension of the south line of Lot 5 in Block 3 in Hubbard, Crocker and Stone's Subdivision, aforesaid; thence south 88 degrees, 31 minutes, 02 seconds west along said easterly extension, 5.00 feet; thence north 01 degree, 29 minutes, 45 seconds west along Lots 1 to 5 in Block 3 in Hubbard, Crocker and Stone's Subdivision aforesaid and along the easterly line of Lots 1 to 8 in Block 3 in W. F. Day's Subdivision, 339.43 feet to its point of intersection with the easterly extension of the southerly line of Lot 21 in Block 4 in Rawson and Ackerly's Subdivision aforesaid; thence south 88 degrees, 34 minutes, 47 seconds west, along said easterly extension, 9.86 feet to the southeast corner of said Lot 21; thence north 01 degrees, 28 minutes, 03 seconds west along the easterly line of Lots 1 to 21, both inclusive, in Block 4 in Rawson and Ackerly's Subdivision aforesaid, 512.00 feet to the point of beginning, in Cook County, Illinois.

Also

that part of South Federal Street lying west of and adjoining Lots 24 to 42, both inclusive, in Block 5 in Rawson and Ackerly's Subdivision of the north 74 rods of the northeast quarter of Section 4, Township 38 North, Range 14, East of the

Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, described as follows:

beginning at the point of intersection of the south line of West 40th Street, as widened, with the west line of Lot 42 aforesaid; thence south 01 degree, 28 minutes, 03 seconds east along the westerly line of said lots, 450.47 feet; thence south 88 degrees, 31 minutes, 26 seconds west, 5.00 feet; thence north 01 degree, 28 minutes, 03 seconds west, 450.47 feet to its point of intersection with the westerly extension of the aforesaid south line of West 40th Street; thence north 88 degrees, 34 minutes, 47 seconds east along said westerly extension, 5.00 feet to the point of beginning, in Cook County, Illinois,

Also

that part of South Dearborn Street lying east of and adjoining Lots 1 to 4, both inclusive, in Block 5 in Rawson and Ackerly's Subdivision of the north 74 rods of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, described as follows:

beginning at the point of intersection of the south line of West 40th Street, as widened, with the east line of Lot 1 aforesaid; thence north 88 degrees, 34 minutes, 47 seconds east along the easterly extension of the south line of West 40th Street aforesaid, 9.18 feet; thence south 01 degree, 28 minutes, 34 seconds east, 79.00 feet to its point of intersection with the westerly extension of the south line of the north 20.00 feet of Lot 39 in Block 6 in Rawson and Ackerly's Subdivision aforesaid; thence south 88 degrees, 34 minutes, 47 seconds west along said westerly extension, 9.19 feet to its point of intersection with the easterly line of Lot 4 aforesaid; thence north 01 degree, 28 minutes, 06 seconds west along the easterly line of lots aforesaid, 79.00 feet to the point of beginning, in Cook County, Illinois,

Also

that part of South Dearborn Street lying west of and adjoining Lots 40 to 42, both inclusive, in Block 6 in Rawson and Ackerly's Subdivision of the north 74 rods of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, described as follows:

beginning at the point of intersection of the south line of West 40th Street, as widened, with the west line of Lot 42 aforesaid; thence south 01 degree, 28 minutes, 06 seconds east along the westerly line of said lots, 59.00 feet to the southwest corner of Lot 40 aforesaid; thence south 88 degrees, 34 minutes, 47 seconds west along the westerly extension of the south line of Lot 40 aforesaid, 0.81 feet; thence north 01 degree, 28 minutes, 34 seconds west, 59.00 feet to its point of intersection with the westerly extension of the aforesaid south line of West 40th Street, as widened; thence north 88 degrees, 34 minutes, 47 seconds east along said westerly extension, 0.82 feet to the point of beginning, in Cook County, Illinois,

Also

that part of South Federal Street lying west of and adjoining Lots 10 to 16, inclusive, in Block 2 in Hubbard, Crocker and Stone's Subdivision of 10 acres north of and adjoining the south three-eighths and east and adjoining the west 22½ acres of the north five-eighths of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, together with that part of South Federal Street lying west of and adjoining Lots 9 to 16, inclusive, in Block 2 in W. F. Day's Subdivision of part of the northeast quarter of Section 4 aforesaid, taken as a tract and described as follows:

beginning at the southwest corner of Lot 10 in Block 2 in Hubbard, Crocker and Stone's Subdivision aforesaid, being also a point on the north line of West Root Street; thence south 88 degrees, 31 minutes, 22 seconds west along the westerly extension of the north line of West Root Street, 5.00 feet; thence north 01 degree, 29 minutes, 45 seconds west, 365.03 feet; thence northerly 24.25 feet along the arc of a circle convex easterly, having a radius of 228.00 feet and whose chord bears north 04 degrees, 32 minutes, 33 seconds west, a distance of 24.24 feet; thence north 88 degrees, 31 minutes, 26 seconds east, 6.29 feet to its point of intersection with the westerly line of Lot 16 in Block 2 in W. F. Day's Subdivision aforesaid; thence south 01 degree, 29 minutes, 45 seconds east along the westerly line of lots aforesaid, 389.23 feet to the point of beginning, in Cook County, Illinois, said part of public streets, herein vacated being further described as 5 foot wide strips, more or less, on the east and west lines of South Federal Street, between West 40th Street and West Root Street, also vacating a 9.19 foot strip, more or less, on the west line of South Dearborn Street running south from the south line of West 40th Street for a distance of 79.0 feet, more or less, also vacating a 0.81 foot strip, more or less, on the east line of South Dearborn Street running south from the south line of West 40th

Street, for a distance of 59.0 feet, more or less, as shaded and indicated by the words to be vacated on the drawing hereto attached which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Chicago Housing Authority shall dedicate and rededicate or cause to be dedicated and rededicated and open up for public use South Dearborn Street, between West 40th Street and West Root Street, also providing for the dedication and rededication of West 40th Place between South Federal Street and South Dearborn Street, also providing for the dedication and rededication of sundry east/west and north/south 16 foot alleys in the area bounded by West 40th Street, South State Street, West Root Street and South Federal Street, also dedicating a strip of land 0.94 feet wide running south from the south line of West 40th Street along the west line of the north/south 14.0 foot alley between South Dearborn Street and South State Street for a distance of 59.0 feet, also dedicating a strip of land 1.06 feet wide running south from the south line of West 40th Street along the east line of the aforesaid north/south 14.0 foot alley for a distance of 79.0 feet as shaded and indicated by the words to be dedicated or rededicated on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Housing Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps and a plat duly executed and acknowledged by the appropriate owner, providing for the dedication and rededication of the property described in Section 2 hereof.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing with attached legal description referred to in this ordinance printed on pages 30408 through 30409 of this *Journal*.]

Ordinance associated with this legal description printed
on pages 30403 through 30407 of this *Journal*.

Dr. No. 4-3-04-2785

Page 2 of 2

"A"

(Rawson and Ackerly's) Subdivision of the N. 74 Rods of the N.E. ¼ of Section 4-38-14, lying E. of C.R.I. & P. R.R. Subdivision by A. Rawson and Sam'l M. Ackerly by James W. Prior, his Attorney in fact.

"B"

Strip required to be left open by Track Elevation Ordinance March 16, 1903.

"C"

John McCaffery and wife to Town of Lake, the N. 16 ft. of Lot 1 in Block 4, Lots 1 and 42 in Block 5 and Lots 1 and 42 in Block 6 Deed Dated June 5, 1879.

Rec. May 18, 1881

Doc.# 327473

"D"

W.F. Day's Subdivision of part of the N.E. ¼ of Section 4-38-14.

"E"

(Hubbard Crocker and Stones) Subdivision of 10 Acres N. and Adj. the S. 3/8 and the E. and Adj., the W. 22 ½ Acres of the N. 5/8 of the N.E. ¼ of Section 4-38-14.

"F"

Vacated by Ordinance Passed September 25, 1958.

Rec. October 27, 1958

Doc.# 17358551

"G"

"Open Alley" by Board of Education.

Rec. October 27, 1958

Doc.# 17358551

"H"

Vacated by Ordinance Passed November 25, 1960.

Rec. December 14, 1960

Doc.# 18040744

"J"

Dedication for Public Streets and Alleys.

Rec. December 14, 1960

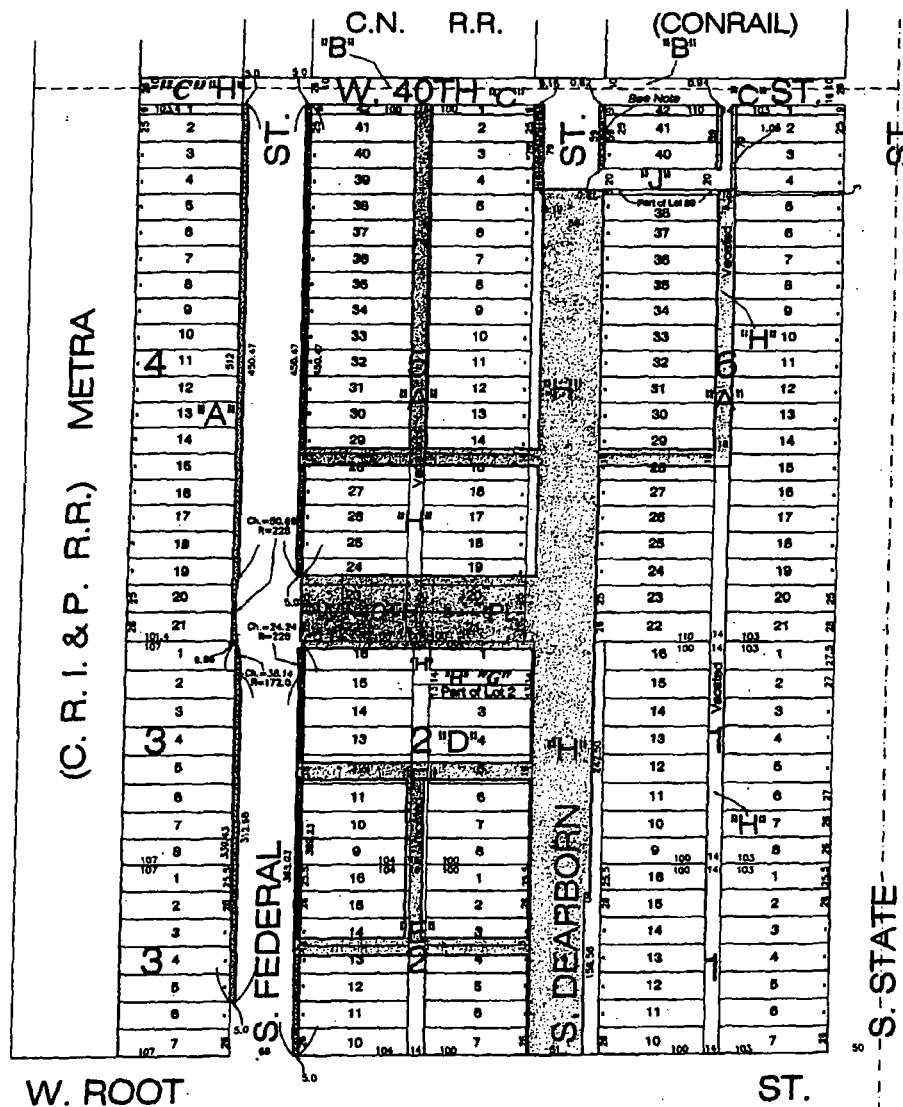
Doc.# 18040744

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Page 2 of 2

Ordinance associated with this drawing printed on
pages 30403 through 30407 of this *Journal*.

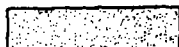
Dr. No.4-3-04-2785
Page 1 of 2
Revised 7/13/04



To Be Vacated



To Be Dedicated or Rededicated



Note: Not To Scale



VACATION AND RELEASE OF PORTIONS OF NORTH WABASH
AVENUE AND EAST NORTH WATER STREET AND GRANT
OF EASEMENT OVER AND THROUGH PORTIONS OF
EAST NORTH WATER STREET AND
NORTH RUSH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a substitute ordinance for the vacation and release of two parcels of land comprising portions of North Wabash Avenue, North Water Street (East North Water Street) and East Kinzie Street lying in the west half of the southwest fractional quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois as are designated "To Be Vacated and Released", also Parcel 2 is being vacated and released between elevations of +22.00 and +150.00 Chicago City Datum. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of those portions of public streets described in the following ordinance; now, therefore,

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

SECTION 1. Subject to the reservations described in this ordinance, the portions of North Wabash Avenue and East North Water Street described and indicated by the words "To be Vacated and Released" on the drawing attached as Exhibit A, which drawing, for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated, released and closed, and the City hereby releases its rights in such rights of way, as the same are no longer required for public use and the public interest will be subserved by such vacations. The Commissioner of Transportation is hereby authorized, subject to the approval of the Corporation Counsel as to form and legality, to execute and deliver a quitclaim deed and release to the party holding fee title to the real property legally described on Exhibit B attached hereto and hereby made a part of this ordinance ("Owner"), such party being the holder of the reversionary interest or the underlying fee interests in the rights-of-way hereby vacated and released in accordance with the City Council's intention to convey and quitclaim such areas to such party.

SECTION 2. The City of Chicago hereby reserves, in, over and through those portions of North Wabash Avenue and East North Water Street hereby vacated and released that are each described and indicated by the words "Easement Reservation Parcel" on the drawings attached as Exhibit C-1 and Exhibit C-2 hereto, the perpetual public way and support easements provided for in the Construction and Easement Agreement attached as Exhibit E hereto, and the Commissioner of Transportation is hereby authorized to execute a Construction and Easement Agreement substantially in the form attached as Exhibit E, subject to the approval of the Corporation Counsel as to form and legality. Further, the vacation and release described in Section 1 of this ordinance shall be subject to an easement for the continued use, operation, maintenance, repair, and replacement of any and all

existing utility and public service facilities therein. The Commissioner of Transportation is hereby authorized to release such easement and to accept easement to replace those released in accordance with the Construction and Easement Agreement.

SECTION 3. The City of Chicago hereby grants, in, over and through those portions of East North Water Street and North Rush Street described and indicated by the words "Easement to be Granted, Subject to the Public Trust" on the drawings attached as Exhibit D-1 and Exhibit D-2 hereto, the non-exclusive pedestrian easements provided for in the Construction and Easement Agreement.

SECTION 4. The vacations and releases provided for in Section 1 of this ordinance and the grant of easements provided for in Section 3 of this ordinance are made in consideration of the construction of the viaduct improvements in accordance with the Construction and Easement Agreement.

SECTION 5. The vacations and releases provided for in Section 1 of this ordinance and the grant of easements provided for in Section 3 of this ordinance are made upon the express condition that within three hundred sixty-five (365) days after the passage of this ordinance, Owner shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with all exhibits, as approved by the Commissioner of Transportation and a copy of the fully executed Construction and Easement Agreement.

SECTION 6. This ordinance shall be in effect upon its passage in accordance with law.

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

Exhibit "A".
(To Ordinance)

Property To Be Vacated And Released.

Parcel 1.

A tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, comprising parts of Lots 8 to 14 (both inclusive) in Block 2 in

said Kinzie's Addition and certain parts of the highways known as East Kinzie Street and East North Water Street which parts of public highways were conveyed by the City of Chicago to the Chicago and Northwestern Railway Company by a quitclaim deed recorded in the Recorder's Office of Cook County, Illinois as Document Number 10774448, and which are denoted as Parcels 16 and 17 in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, which tract of land is more particularly bounded and described as follows:

commencing at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street and along the northerly line of Parcel 17, as described in said ordinance, a distance of 272.18 feet; thence south 32 degrees, 10 minutes, 50 seconds west along the northwesterly line of Parcel 17 aforesaid, a distance of 22.62 feet to the point of beginning for the parcel hereinafter described; thence south 60 degrees, 01 minute, 51 seconds west, a distance of 3.97 feet to a point; thence continuing south 60 degrees, 01 minute, 51 seconds west, a distance of 43.72 feet; thence south 55 degrees, 51 minutes, 35 seconds west, a distance of 43.85 feet; thence south 52 degrees, 21 minutes, 58 seconds west, a distance of 32.82 feet; thence south 49 degrees, 32 minutes, 01 second west, a distance of 32.53 feet; thence south 47 degrees, 37 minutes, 29 seconds west, a distance of 51.47 feet; thence south 47 degrees, 01 minutes, 53 seconds west, a distance of 2.03 feet; thence south 47 degrees, 48 minutes, 32 seconds west, a distance of 42.61 feet; thence south 49 degrees, 17 minutes, 23 seconds west, a distance of 44.057 feet; thence south 53 degrees, 26 minutes, 39 seconds west, a distance of 24.308 feet; thence south 00 degrees, 09 minutes, 40 seconds west, a distance of 116.60 feet; thence south 22 degrees, 24 minutes, 30 seconds east, a distance of 34.47 feet; thence north 67 degrees, 35 minutes, 30 seconds east, a distance of 105.06 feet; thence north 39 degrees, 30 minutes, 25 seconds west, a distance of 26.15 feet; thence north 3 degrees, 39 minutes, 50 seconds west, a distance of 30.00 feet to a point; thence north 32 degrees, 10 minutes, 50 seconds east, a distance of 302.23 feet to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Parcel 2.

All the land, property and space lying above a horizontal plane which is 22.00 feet

above the Chicago City Datum and below a horizontal plane which is 150 feet above the Chicago City Datum, and within the vertical projection of the boundary line of a tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, being that part of East North Water Street, East Kinzie Street and North Wabash Avenue bounded and described as follows:

commencing at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street, said south line of East North Water Street being also the north line of a parcel of land denoted as Parcel 17 in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, a distance of 213.34 feet to the point of beginning for the parcel of land hereinafter described; thence continuing south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street, a distance of 58.74 feet to the most northerly corner of said Parcel 17, said point being also the point of intersection of the south line of East North Water Street with the southeasterly right-of-way line of North Wabash Avenue; thence south 32 degrees, 10 minutes, 50 seconds west along the southeasterly right-of-way line of North Wabash Avenue, said southeasterly right-of-way line being also the northwesterly line of aforesaid Parcel 17, a distance of 22.62 feet to a point; thence south 60 degrees, 01 minute, 51 seconds west along a straight line, a distance of 18.45 feet to a point; thence northerly, northeasterly, easterly and southeasterly along the arc of a circle which has a radius of 50.00 feet, a chord of 94.53 feet and a chord bearing of north 64 degrees, 20 minutes, 45 seconds east, an arc distance of 123.85 feet to the point of beginning, in Cook County, Illinois.

[Drawings attached to this Exhibit "A" -- Property to be Vacated
and Released printed on pages 30415 through
30416 of this *Journal*.]

Exhibit "B".
(To Ordinance)

Reversionary Interest Property.

A tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, comprising parts of Water Lots 8 and 16 and all of Water Lots 9 to 15 (both inclusive) with accretions in Kinzie's Addition to Chicago together with vacated "Ferry Street" and a portion of vacated East North Water Street lying northwesterly of and adjoining thereto and parts of Lots 8 to 14 (both inclusive) in Block 2 in said Kinzie's Addition and certain parts of the highways known as East Kinzie Street and East North Water Street which parts of public highways were conveyed by the City of Chicago to the Chicago and Northwestern Railway Company by a quitclaim deed recorded in the Recorder's Office of Cook County, Illinois, as Document Number 10774448, and which are denoted as Parcels 16 and 17 in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, excepting from said water lots those parts thereof lying southerly of the northerly dock line of said river, which tract of land is more particularly bounded and described as follows:

beginning at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street and along the northerly line of said Parcel 17, a distance of 272.18 feet; thence south 32 degrees, 10 minutes, 50 seconds west along the northwesterly line of Parcel 17 and along the southwesterly extension thereof, a distance of 342.85 feet to a point; thence south 03 degrees, 39 minutes, 50 seconds east along a straight line, a distance of 30.00 feet to a point; thence south 39 degrees, 30 minutes, 25 seconds east along a straight line, a distance of 72.76 feet to a point on the northerly dock line of the Chicago River; thence north 48 degrees, 44 minutes, 55 seconds east along the northerly dock line of the Chicago River, a distance of 401.26 feet to an angle point in said northerly dock line of the Chicago River; thence north 62 degrees, 25 minutes, 37 seconds east along the northerly dock line of the Chicago River, a distance of 100.64 feet to the point of intersection of said northerly dock line of the Chicago River with the west line of North Rush Street; thence north 00 degrees, 18 minutes, 37 seconds east along said west line of North Rush Street, a distance of 104.51 feet to a point to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Containing 74,979 square feet of land, more or less.

Exhibit "C-1".
(To Ordinance)

Viaduct Public Way Easement Premises.

Improvements (existing or hereafter constructed) and air rights lying above a horizontal plane having an elevation of +22.00 feet above Chicago City Datum and below a horizontal plane having an elevation of +32.00 feet above Chicago City Datum and within the vertical projection of the boundary line of a tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, comprising parts of Lots 8 to 14 (both inclusive) in Block 2 in said Kinzie's Addition and certain parts of the highways known as East Kinzie Street and North Water Street which parts of public highways were conveyed by the City of Chicago to the Chicago and Northwestern Railway Company by a quitclaim deed recorded in the Recorder's Office of Cook County, Illinois, as Document 10774448, and which are denoted as Parcels 16 and 17 in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, which tract of land is more particularly bounded and described as follows:

commencing at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street and along the northerly line of Parcel 17, as described in said ordinance, a distance of 272.18 feet; thence south 32 degrees, 10 minutes, 50 seconds west along the northwesterly line of Parcel 17 aforesaid, a distance of 22.62 feet to a point; thence south 60 degrees, 01 minute, 51 seconds west, a distance of 3.97 feet to a point; thence continuing south 60 degrees, 01 minute, 51 seconds west, a distance of 43.72 feet; thence south 55 degrees, 51 minutes, 35 seconds west, a distance of 24.78 feet to the point of beginning for the parcel hereinafter described; thence continuing south 55 degrees, 51 minutes, 35 seconds west, a distance of 19.07 feet to a point; thence south 52 degrees, 21 minutes, 58 seconds west, a distance of 32.82 feet; thence south 49 degrees, 32 minutes, 01 second west, a distance of 32.53 feet; thence south 47 degrees, 37 minutes, 29 seconds west, a distance of 51.47 feet; thence south 47 degrees, 01 minute, 53 seconds west, a distance of 2.033 feet; thence south 47 degrees, 48 minutes, 32 seconds west, a distance of 42.61 feet; thence south 49 degrees, 17 minutes, 23 seconds west, a distance of 44.057 feet;

thence south 53 degrees, 26 minutes, 39 seconds west, a distance of 24.308 feet; thence south 00 degrees, 09 minutes, 40 seconds west, a distance of 116.60 feet; thence south 22 degrees, 24 minutes, 30 seconds east, a distance of 34.47 feet; thence north 67 degrees, 35 minutes, 30 seconds east, a distance of 90.89 feet to a point; thence northerly along the arc of a circle, convex to the west having a radius of 156.83 feet, with a chord distance of 34.48 feet and a chord bearing of north 14 degrees, 01 minute, 52 seconds west an arc distance of 34.55 feet to a point; thence continuing northerly along the arc of a circle, convex to the west having a radius of 4.33 feet, with a chord distance of 2.60 feet and a chord bearing of north 09 degrees, 45 minutes, 18 seconds east, an arc distance of 2.64 feet to a point; thence north 27 degrees, 13 minutes, 47 seconds east along a straight line, a distance of 9.37 feet to a point; thence northerly along the arc of a circle, convex to the east having a radius of 35.67 feet, with a chord distance of 15.62 feet and a chord bearing of north 14 degrees, 34 minutes, 51 seconds east, an arc distance of 15.75 feet to a point; thence northerly along the arc of a circle convex to the west having a radius of 146.83 feet, with a chord distance of 52.75 and a chord bearing of north 12 degrees, 16 minutes, 50 seconds east, an arc distance of 53.04 feet to a point; thence northerly along the arc of a circle convex to the east having a radius of 35.67 feet, with a chord distance of 15.62 feet and a chord bearing of north 09 degrees, 58 minutes, 50 seconds east, an arc distance of 15.75 feet to a point; thence north 02 degrees, 40 minutes, 06 seconds west along a straight line, a distance of 9.37 feet to a point; thence northerly along the arc of a circle convex to west having a radius of 4.33 feet, with a chord distance of 2.61 feet and a chord bearing of north 14 degrees, 50 minutes, 52 seconds east, an arc distance of 2.65 feet to a point; thence north 32 degrees, 10 minutes, 45 seconds east along a straight line, a distance of 50.32 to a point; thence north 06 degrees, 04 minutes, 13 seconds east along a straight line, a distance of 11.36 feet to a point; thence north 32 degrees, 10 minutes, 46 seconds east along a straight line, a distance of 96.18 feet to the point of beginning, in Cook County, Illinois.

Containing 20,778 square feet of land, more or less.

[Drawing attached to this Exhibit "C-1" (Viaduct
Public Way Easement Premises) printed
on page 30420 of this *Journal*.]

Exhibit "C-2".
(To Ordinance)

Viaduct Support And Service Easement Premises.

A tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, comprising parts of Lots 8 to 14 (both inclusive) in Block 2 in said Kinzie's Addition and certain parts of the highways known as East Kinzie Street and East North Water Street which parts of public highways were conveyed by the City of Chicago to the Chicago and Northwestern Railway Company by a quitclaim deed recorded in the Recorder's Office of Cook County, Illinois, as Document 10774448, and which are denoted as Parcels 16 and 17 in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, which tract of land is more particularly bounded and described as follows:

commencing at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street and along the northerly line of Parcel 17, as described in said ordinance, a distance of 272.18 feet; thence south 32 degrees, 10 minutes, 50 seconds west along the northwesterly line of Parcel 17 aforesaid, a distance of 22.62 feet to the point of beginning for the parcel hereinafter described; thence south 60 degrees, 01 minute, 51 seconds west, a distance of 3.97 feet to a point; thence continuing south 60 degrees, 01 minute, 51 seconds west, a distance of 43.72 feet; thence south 55 degrees, 51 minutes, 35 seconds west, a distance of 43.85 feet; thence south 52 degrees, 21 minutes, 58 seconds west, a distance of 32.82 feet; thence south 49 degrees, 32 minutes, 01 second west, a distance of 32.53 feet; thence south 47 degrees, 37 minutes, 29 seconds west, a distance of 51.47 feet; thence south 47 degrees, 01 minute, 53 seconds west, a distance of 2.033 feet; thence south 47 degrees, 48 minutes, 32 seconds west, a distance of 42.61 feet; thence south 49 degrees, 17 minutes, 23 seconds west, a distance of 44.057 feet; thence south 53 degrees, 26 minutes, 39 seconds west, a distance of 24.308 feet; thence south 00 degrees, 09 minutes, 40 seconds west, a distance of 116.60 feet; thence south 22 degrees, 24 minutes, 30 seconds east, a distance of 34.47 feet; thence north 67 degrees, 35 minutes, 30 seconds east, a distance of 114.52 feet; thence north 00 degrees, 06 minutes, 41 seconds east, a distance of 143.84 feet; thence north 48 degrees, 44 minutes, 55 seconds east, a distance of 202.74 feet; thence northwesterly, northerly and

northeasterly along the arc of a circle, convex to the west having a radius of 26.50 feet, with a chord length of 41.22 feet and a chord bearing of north 03 degrees, 17 minutes, 27 seconds west, an arc distance of 47.22 feet; thence north 41 degrees, 15 minutes, 06 seconds west, a distance of 4.19 to a point of the south line of East North Water Street; thence south 78 degrees, 25 minutes, 00 seconds west, a distance of 1.90 feet along said south line of East North Water Street to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Containing 29,210 square feet of land, more or less.

Exhibit "D-1".
(To Ordinance)

North Water Street Pedestrian Easement Premises.

All the land, property improvements (existing or hereafter constructed) and space lying above a horizontal plane having an elevation of 22.00 feet above the Chicago City Datum and within the vertical projection of the boundary line of a tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, comprising parts of water Lots 16 and 17 and a portion of East North Water Street, North Rush Street, original East Kinzie Street and part of Lot 14 in Block 2 in Kinzie's Addition, which tract of land is more particularly bounded and described as follows:

beginning at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street and along the northerly line of Parcel 17 as established in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, a distance of 213.34 feet to a point; thence northwesterly, westerly and southwesterly along the arc of a circle, convex to the north, having a radius of 50.00 feet, a chord distance of 94.53 feet and a chord bearing of south 64 degrees, 20 minutes, 45 seconds west, an arc distance of 123.85 feet to a point; thence south 60 degrees, 01 minute, 51 seconds west along a straight line, a distance of 29.24 feet to a point;

thence south 55 degrees, 51 minutes, 35 seconds west along a straight line, a distance of 24.79 feet to a point; thence north 32 degrees, 10 minutes, 50 seconds east along a straight line, a distance of 16.87 feet to a point; thence northerly along the arc of a circle, convex to the east having a radius of 240.67 feet, with a chord distance of 70.72 feet and a chord bearing of north 23 degrees, 43 minutes, 54 seconds east, an arc distance of 70.98 feet to a point; thence north 78 degrees, 25 minutes, 00 seconds east along a straight line parallel with the north line of East North Water Street, a distance of 94.61 feet to a point; thence northeasterly along the arc of a circle, convex to the southeast having a radius of 52.64 feet, with a chord distance of 46.28 feet and a chord bearing of north 51 degrees, 59 minutes, 36 seconds east, an arc distance of 47.92 feet to a point; thence north 25 degrees, 34 minutes, 12 seconds east along a straight line, a distance of 5.53 feet to a point on the north line of East North Water Street; thence north 78 degrees, 25 minutes, 00 seconds east along the north line of East North Water Street, a distance of 242.76 feet to a point; thence south 00 degrees, 18 minutes, 37 seconds west along a straight line, a distance of 55.18 feet to a point on the south line of said East North Water Street; thence south 78 degrees, 25 minutes, 00 seconds west along said south line of East North Water Street, a distance of 14.61 feet to a point; thence south 00 degrees, 00 minutes, 00 seconds east along a straight line, a distance of 67.16 feet to a point; thence north 90 degrees, 00 minutes, 00 seconds east along a straight line, a distance of 13.93 feet to a point on the east line of North Rush Street; thence south 00 degrees, 18 minutes, 37 seconds west along said east line of North Rush Street, a distance of 23.40 feet to a point; thence south 67 degrees, 58 minutes, 54 seconds west along a straight line, a distance of 59.14 feet to a point; thence south 62 degrees, 22 minutes, 39 seconds east along a straight line, a distance of 12.78 feet to a point on the west line of said North Rush Street; thence north 00 degrees, 18 minutes, 37 seconds east along said west line of North Rush Street, a distance of 108.05 feet to the point of beginning, in Cook County, Illinois.

Containing 22,565 square feet of land, more or less.

[Drawing attached to Exhibit "D-1" (North Water Street Pedestrian Easement Premises) printed on page 30424 of this *Journal*.]

Drawing to Exhibit "D-1" (North Water Street
Pedestrian Easement Premises).

CHICAGO GUARANTEE SURVEY COMPANY
Exhibit D-1
NORTH WATER STREET PEDESTRIAN EASEMENT PREMISES

EASEMENT TO BE
 GRANTED, SUBJECT
 TO THE PUBLIC
 TRUST ABOVE

CHICAGO RIVER

14-00000

Blog

30 DECEMBER

N

APPROVED AND FORWARDED:
SPECIAL AGENT IN CHARGE

[illegible][illegible]

Exhibit "D-2".
(To Ordinance)

North Rush Street Pedestrian Easement Premises.

All the land, property improvements (existing and constructed hereafter) and space lying below a horizontal plane which is 22.00 feet above the Chicago City Datum, and within the vertical projection of the boundary line of a tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian being that part of North Rush Street bounded and described as follows:

beginning at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence north 78 degrees, 25 minutes, 00 seconds east along the south line of East North Water Street extended, a distance of 52.84 feet to a point; thence south 00 degrees, 00 minutes, 00 seconds east along a straight line, a distance of 67.16 feet to a point; thence north 90 degrees, 00 minutes, 00 seconds east along a straight line, a distance of 13.93 feet to a point on the east line of North Rush Street; thence south 00 degrees, 18 minutes, 37 seconds west along said east line of North Rush Street, a distance of 23.40 feet to a point; thence south 67 degrees, 58 minutes, 54 seconds west along a straight line, a distance of 59.14 feet to a point; thence south 62 degrees, 22 minutes, 39 seconds west along a straight line, a distance of 12.78 feet to a point on the west line of said North Rush Street; thence north 00 degrees, 18 minutes, 37 seconds east along said west line of North Rush Street, a distance of 108.05 feet to the point of beginning, in Cook County, Illinois.

Containing 5,645 square feet of land, more or less.

Exhibit "E".
(To Ordinance)

Construction And Easement Agreement.

This construction and easement agreement (the "Agreement") is entered into as of this ____ day of _____, _____ (the "Effective Date") by and among: (i) the

City of Chicago, a municipal corporation (the "City") and [fee title owner as of the date the Agreement is signed and recorded] ("Owner").

Witnesseth.

Whereas, Owner owns the property legally described in (Sub)Exhibit A which is attached hereto and incorporated as a part hereof (collectively the "401 Property"); and

Whereas, Owner has proposed the development of the 401 Property with a new high-rise structure (the "Building") to contain a mix of various residential and commercial uses, parking and loading facilities, associated uses and exterior landscaped and hardscape improvements on both the 401 Property and certain adjacent areas described further herein; and

Whereas, The City Council on July 31, 2002, approved Waterway Residential Business Planned Development Number 835 (as amended from time to time, the "P.D. Ordinance"), permitting development on the 401 Property; and

Whereas, On _____, 2004, the City Council approved an ordinance (*Journal of the Proceedings of the City Council of the City of Chicago*, pages ____--____) ("Ordinance"), vacating portions of adjacent public way, including easements and other city interests, which thereby became part of the 401 Property; and

Whereas, The Ordinance and the conveyance by Quitclaim Deed to be made pursuant to the Ordinance will effect a settlement between City, Owner and certain predecessors in interest to Owner regarding the interests held by such parties with respect to those portions of Parcels 9, 10, 11, 14, 15 and 18 as defined in an ordinance approved by City Council July 29, 1930 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages ____--____) and recorded by the Cook County Recorder as Document 10774446 (the "1930 Ordinance") which enumerated parcels are located within the 401 Property; and

Whereas, The settlement requires the Owner's construction, installation and maintenance of the Improvements described in this Agreement, including both those to be located on the 401 Property and those to be located in adjacent easements and public ways as provided in the Approved Plans and Specifications described in this Agreement ("Public Ways"); and

Whereas, The settlement will benefit City by reducing City's ongoing maintenance obligations and liabilities with respect to the Wabash Avenue Viaduct, by causing significant capital improvements to be undertaken at private expense, by improving

vehicular and pedestrian access and by otherwise improving public facilities and resources; and

Whereas, The settlement will benefit Owner and the applicable predecessors in interest to Owner by clarifying and settling the respective interests of City and Owner in and to certain portions of the 401 Property and by terminating an actual controversy among such parties concerning their respective interests in and to such areas;

Now, Therefore, In consideration of the above preambles, which by this reference are incorporated herein, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner agree as follows:

Introduction.

The City and Owner contemplate the construction of various improvements and the subsequent shared use by City and Owner of certain of those improvements at various stages of completion of construction. The easements to be granted herein by Owner with respect to portions of the 401 Property shall be perpetual easements burdening both the real property described herein as the applicable Easement Premises (as defined herein) and those improvements to be constructed by or through Owner pursuant to the terms hereof, such that ownership of such improvements will merge with the applicable easement interests upon their construction and fixture to the land, making such improvements subject to the easements for purposes of use and maintenance of the facilities as provided in this Agreement.

Part One.

Construction.

Section 1. Owner's Obligation To Construct Improvements.

Owner, at its own cost and expense, shall cause all of the improvements described in the (Sub)Exhibit B ("Scope of Work") to be designed, installed and constructed in accordance with the terms of this Agreement (the "Improvements"). Such design, construction and installation, and all activities necessary and appropriate thereto, are referred to herein as the "Work". The Improvements shall consist of: (i) those

shown in Part 1 of (Sub)Exhibit B ("Pedestrian Improvements"); and (ii) those shown in Part 2 of (Sub)Exhibit B ("Viaduct Improvements"). Certain components of the Viaduct Improvements shall include those shown in Part 2a of (Sub)Exhibit B (the "City Viaduct Improvements") and those shown in Part 2b of (Sub)Exhibit B (the "401 Viaduct Improvements").

Section 2. Approvals.

(a) Prior to the commencement of the construction and installation of the Improvements ("Starting Work"), Owner shall prepare and deliver to the Commissioner of Transportation of the City ("Commissioner") for his review and approval proposed plans and specifications for the Work which shall be in compliance with this Agreement, including but not limited to the Scope of Work ("Proposed Plans and Specifications"). The Commissioner shall make all reasonable effort to approve or reject the Proposed Plans and Specifications within fifteen (15) business days of receipt. Owner shall expressly warrant with delivery of the Proposed Plans and Specifications that Owner will have caused its architect and engineers to have prepared the Proposed Plans and Specifications to be in full compliance with all federal, state and local laws and regulations ("Law") including those regarding accessibility standards for persons with disabilities or environmentally limited persons, including, but not limited to: (1) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., and the regulations promulgated thereunder, (2) the Illinois Environmental Barriers Act (410 ILCS 25/1, et seq. (1996)), (3) "The Illinois Accessibility Code", 71 Ill. Adm. Code 400, and (4) all codes and building ordinances of the City of Chicago, State of Illinois. The Proposed Plans and Specifications shall include a plan for the phasing of the Work and a specific schedule for its completion (the "Phasing and Schedule Plan") and shall set forth the final construction insurance requirements in accordance with Section 6 hereof.

(b) In addition, the Proposed Plans and Specifications and construction program proposed by Owner's contractor shall include an analysis and resolution, or a process for resolution, of all known issues involving 1) affected utilities and public service facilities, 2) the rights of adjacent and adjoining owners of real property in the public ways, including rights of access to such properties that may be affected by the Work and 3) all facilities and property interests of City that may be affected by the Work. Further, the Proposed Plans and Specifications shall identify such portions of the 401 Viaduct Improvements that are reasonably necessary or appropriate to provide support to the City Viaduct Improvements but will be owned and maintained by the Owner ("Support Improvements") and such portions of the City Viaduct Improvements (to be owned and maintained by City) that will be located in the Viaduct Support and Service Easement Premises as defined in Section 9 (b) of this Agreement ("Service Improvements").

(c) Upon approval by the Commissioner, the Proposed Plans and Specifications, along with any modification thereof approved by the Commissioner, shall be known as "Approved Plans and Specifications". The Approved Plans and Specifications shall govern the Work, and there shall be no variation from the Plans and Specifications, including the Phasing and Schedule Plan without the written agreement of the City and Owner, such approval not to be unreasonably withheld, conditioned or delayed.

Section 3. Construction.

Owner shall cause the Improvements to be constructed and all Work to be performed in accordance with the Approved Plans and Specifications, the Law and this Agreement. Subject to applicable Law, Owner and City agree to act reasonably to coordinate their respective activities, including activities related to the Improvements and activities affecting facilities unrelated to the Improvements, in order to cause compliance with this Agreement. Before Starting Work, Owner shall hire a qualified engineering firm, to be paid at Owner's expense, to perform construction monitoring of the Work on behalf of the City as part of this Agreement, with staffing appropriate to the requirements of these monitoring services. The engineering firm and individual engineer(s) assigned to the Work shall report to and be at the direction of the Commissioner. The qualifications of the engineers shall be submitted to the Commissioner for review and approval. The construction monitoring shall be in accordance with the Illinois Department of Transportation Construction Documentation Standards (Red Book). Upon completion of the Work, the construction engineer shall submit a letter to the Commissioner certifying to both the Commissioner and Owner that the structure has been constructed in accordance with the Approved Plans and Specifications and all applicable standards. The letter shall be signed and stamped by an Illinois licensed structural engineer.

Section 4. Utilities, Adjacent Owners And Use Of Public Way.

Before Starting Work, Owner shall be responsible for entering into appropriate arrangements to cause any and all removals, relocations, alterations, protection, shoring, additional maintenance and restoration of or to any existing utility or public service structures or facilities and any City-owned structures or facilities, to the extent reasonably or customarily required in connection with the Work. In addition, Owner and the City shall consult and cooperate with each other and Owner shall enter into appropriate arrangements to cause or provide any and all removals, relocations, alterations, protection, shoring, additional maintenance and restoration of facilities and operations necessary to assure that the legal rights of

any adjacent or adjoining owner of real property will not be damaged or taken by the Work; provided, however, that Owner may rely on written instructions or directions authorizing or directing work to be performed in a particular manner, provided by the City of Chicago Department of Transportation ("C.D.O.T.") that the property rights of an adjacent or adjoining owner of real property has not been or will not be damaged or taken by any portion of the Work. In further limitation of this obligation, Owner shall only be obligated to take such steps and/or provide appropriate arrangements to prevent a taking or minimize damage to the property rights of the adjacent or adjoining owner to the extent and under the same terms and conditions, that the City, if the City was causing the Work to be performed, would be so obligated. Such facilities, as set forth in the Approved Plans and Specifications and in the Phasing and Schedule Plan, shall include pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities which are or may be necessary or appropriate on account of the Improvements or the work relating thereto. Owner shall be responsible for obtaining the consent of and making suitable arrangements with all appropriate entities owning or controlling such structures and facilities, including any department of City and paying for the Work necessary to cause such activities (except to the extent that the affected utility companies and other service providers have otherwise agreed to be responsible for such cost). The City shall authorize appropriate use of the public ways by Owner during performance and in furtherance of the Work, subject to appropriate permits and other legal requirements. The City agrees that no payment for use of the public ways shall be required during construction or for use of portions of the Improvements that have not yet been turned over to and accepted by the City in compliance with the Phasing and Scheduling Plan.

Section 5. Construction Phase Indemnities.

(a) Except to the extent proximately caused by the negligent, willful and wanton or intentionally tortious acts or omissions of City, its agents, employees or contractors, Owner hereby indemnifies and agrees to hold harmless and defend City from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, including all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation) (collectively "Losses"), arising from or as a result of the Work under this Agreement, including all related utility work whether occurring on, adjacent to, or away from the 401 Property and Public Ways, provided that such Loss is attributable to: (i) the death of, or personal injury caused to any natural person, or (ii) physical damage to or loss of real or personal property of any person or entity ("Claims").

(b) In addition to the indemnification obligations under Paragraph 5(a), Owner also hereby indemnifies and holds the City harmless from any and all Losses arising or resulting from claims of compensable damage to or taking of real property rights in property located adjacent to or adjoining the 401 Property and Public Ways (collectively, and as limited, the "Impacted Party Claims"), except to the extent that an Impacted Party Claim is: (i) proximately caused by the negligent, willful and wanton or intentionally tortuous acts or omissions of City, its agents, employees or contractors, or (ii) is proximately caused by Owner's reasonable reliance on written authorizations or directions by the City, or (iii) was proximately caused by a portion of the Work that was expressly approved by the City as part of the Phasing and Schedule Plan or was expressly contemplated by the Approved Plans and Specifications. Notwithstanding the foregoing, Owner's indemnity obligations under this paragraph 5(b) shall not extend to an Impacted Party Claim to the extent that the City, if the City had caused the design or construction of the Improvements, would not be liable to an owner of Adjacent Property for such Impacted Party Claim.

(c) Owner further agrees to make City an express third party beneficiary of, or at the election of City, to directly enforce on behalf and for the benefit of the City, the provisions of the architects' and engineers' agreements pursuant to which such architect and/or engineer has agreed to assume professional responsibility for the design and engineering of the Improvements. Owner shall provide City with copies of the architect's and/or engineer's agreement, to which the Owner is a party, creating this professional responsibility.

(d) In the event City receives actual notice of any Claim or Impacted Party Claim that would be covered by this Section 5, City shall promptly notify Owner of the Claim or Impacted Party Claim and forward copies of all written notices, summons and correspondence relating to such claim to Owner. Upon request by Owner, City shall tender the defense to Owner, which shall defend such Claim or Impacted Party Claim at its own expense, and City shall cooperate with Owner in the defense thereof. The City shall have the right to participate in its own defense, in any legal action relating to a Claim or Impacted Party Claim. The indemnity obligations of Owner under this Section 5 shall apply to any money paid by City to a third party as a result of a settlement made in good faith of a Claim or an Impacted Party Claim; provided that: (i) no such settlement shall be made without first consulting with Owner and providing Owner with a reasonable opportunity to explore alternatives to the proposed settlement and (ii) no such settlement shall be entered into by City if it will void any insurance applicable to the indemnity obligations of Owner under this Section 5. The indemnity obligations of Owner under this Section 5 shall not be the exclusive remedy of City as to indemnification and the City shall maintain whatever other right of indemnity it may have under common law, by statute or by ordinance. The indemnity obligations of the Owner under this Section 5 shall survive the termination of this Agreement.

Section 6. Construction Insurance.

(a) Prior to starting Work, Owner shall procure and maintain, or shall cause to be procured and maintained at all times prior to final completion of the Improvements, all of the types and coverages of insurance provided for below, with insurance companies authorized to do business in the State of Illinois, covering all Work under this Agreement, whether performed by Owner or any of its contractor or subcontractors of any tier ("Contractors").

The kinds and amounts of insurance required shall be the following, except as otherwise agreed to by City and Owner in conjunction with the Approved Plans and Specifications process provided for in Section 2 hereof:

1) Workers' Compensation And Employer's Liability.

Worker's Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness. Coverage must include United States Longshore and Harbor Workers, Jones Act when applicable.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Twenty-five Million Dollars (\$25,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations (for a minimum of five (5) years following project completion), explosion, collapse, underground, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Contractors must maintain limits of not less than Two Million Dollars (\$2,000,000) with the same terms herein.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Owner must provide or cause

to be provided, Automobile Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

Contractors must maintain limits of not less than Two Million Dollars (\$2,000,000) with the same terms herein.

4) Railroad Protective Liability.

When any work is to be done adjacent to or on railroad or transit property, Owner must provide or cause to be provided, with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) Owner's And Contractor's Protective Liability.

With respect to the operations performed by Owner or Contractors, an Owner's and Contractor's Protective Liability policy designating the Owner and City of Chicago as named insureds must be provided with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

6) Builders Risk.

With respect to the work, the Owner must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, earth movement, flood, water including overflow, leakage, sewer backup and seepage, utility services, collapse, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown or failure. The City of Chicago is to be named as an additional insured.

7) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than Two Million Dollars (\$2,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the recreation and reconstruction of such records.

9) Marine Protection And Indemnity.

When any marine operation is undertaken in connection with this Agreement, Owner must provide or cause to be provided, Marine Protection and Indemnity coverage with limits of not less than One Million Dollars (\$1,000,000). Coverage must include property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers, other structures and collision. The City of Chicago is to be named as an additional insured.

10) Contractors Pollution Liability.

When any work is performed which may cause a pollution exposure including asbestos abatement, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project scope of services with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period

of two (2) years. The City of Chicago is to be named as an additional insured.

The Owner must furnish the City's Department of Transportation, Room 500, 30 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of commencement of work or entry upon the 401 Property, Public Ways and Pedestrian Easement Areas, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Owner must submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Owner is not a waiver by the City of any requirements for the Owner to obtain and maintain the specified coverages. The Owner shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Owner of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated. The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or nonrenewed. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Owner. The Owner agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Owner in no way limit the Owner's liabilities and responsibilities specified within the Agreement or by Law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Owner under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of Law.

The Owner must require all Contractors to provide the insurance required herein, or Owner may provide the coverages for any Contractor. All Contractors are subject to the same insurance requirements of Owner unless otherwise specified in this Agreement.

If Owner or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, provided that in no event shall the requested modifications, deletions, alterations or changes exceed the coverage limits or requirements specified above, unless Owner carries more extensive coverage due to Lender requirements or otherwise.

Section 7. Completion Of Construction.

Owner shall act diligently and shall require its contractors, subcontractors and consultants to act diligently toward substantially and finally completing construction of the Improvements in accordance with this Agreement, the Approved Plans and Specifications and the Phasing and Schedule Plan. Owner agrees to cause the Work to be substantially completed: (i) so that the Commissioner, in his reasonable judgment, finds that the portions of the Viaduct Improvements intended for public use in accordance with this Agreement can be safely opened for public use and (ii) in accordance with the dates for substantial completion in the Phasing and Schedule Plan. Within six (6) months of the substantial completion of the Viaduct Improvements, the Pedestrian Improvements, or at the option of Owner, any phase of either as provided in Section 8, Owner shall cause the final completion of such Improvements, and shall submit as built drawings showing the completed Improvements and specifically identifying the Support and Service Improvements, subject to the reasonable approval of the Commissioner.

It is understood and agreed that Time Is Of The Essence In The Prosecution Of The Work Described In This Agreement, because until completed, a substantial and material street and bridge providing pedestrian and vehicular access will be disrupted. Recognizing this requirement, the Owner agrees to cause the work to be prosecuted diligently so as to complete the work in the time specified in the approved Phasing and Schedule Plan. Completion shall have the meaning described in the previous paragraph.

Subject to delays occasioned by events of force majeure or acts of the City, if the progress of the work falls behind the Phasing and Schedule Plan, after notice and failure to cure, the work must then proceed on an accelerated schedule at Owner's sole cost and expense, using additional or extra shifts, every day, if necessary, if so ordered by the Commissioner, to comply with the requirements of this section.

Section 8. Turnover And Acceptance Of City Viaduct Improvements; Approval Of 401 Viaduct Improvements And Pedestrian Improvements.

(a) Viaduct Improvements. Upon Owner's final completion of the City Viaduct Improvements to the reasonable satisfaction of the Commissioner, City shall accept

turnover and ownership of the City Viaduct Improvements, including the Service Improvements pursuant to a written instrument. The City shall not accept turnover and ownership of the City Viaduct Improvements unless and until Owner has finally completed the Support Improvements and any other Viaduct Improvements that will be necessary for the use and maintenance of the City Viaduct Improvements, subject to the reasonable approval of the Commissioner. All Viaduct Improvements other than the City Viaduct Improvements shall remain the property of Owner. The City and Owner may agree to the turnover and acceptance of the City Viaduct Improvements and the approval of the related 401 Viaduct Improvements in phases, but unless so agreed, the City Viaduct Improvements shall be turned over to City in a single conveyance. The Owner shall obtain and assign all warranties for the completed work to the City at the time of turnover of the City Viaduct Improvements. The acceptance of any of the City Viaduct Improvements or the approval of any 401 Viaduct Improvements, or of any phase of either, shall not operate as a waiver of City's right to later make a claim for the failure of Owner to comply with this Agreement with respect to any latent or other condition that reasonably could not have been expected to have been discovered by City with reasonable inspection prior to such acceptance or approval. No turnover or approval shall be effective unless it is in writing.

(b) Pedestrian Improvements. Upon Owner's completion of the Pedestrian Improvements to the reasonable satisfaction of the Commissioner, City shall authorize the opening of the Pedestrian Improvements for public use, such authorization not to be unreasonably withheld, conditioned or delayed. The approval of any Pedestrian Improvements, or of any phase of them, shall not operate as a waiver of City's right to later make a claim for the failure of Owner to comply with this Agreement. Owner shall own and maintain all of the Pedestrian Improvements, and they shall not be turned over to City.

Part Two.

Viaduct Easement.

Section 9. Owner's Grant Of Easement In 401 Property And 401 Viaduct Improvements.

(a) Viaduct Public Way Easement. Owner hereby grants to City, and City hereby accepts, a perpetual easement in and through that portion of the 401 Property legally described and depicted on (Sub)Exhibit C-1 hereto ("Viaduct Public Way Easement Premises") for the purposes of using the portion of the City Viaduct

Improvements located within said Viaduct Public Way Easement Premises for public way purposes in accordance with this Agreement, including: (i) exclusive use and occupation of the upper surface and all of the air rights lying above the surface of such City Viaduct Improvements for the benefit of the City, the public or any person or entity authorized to use or occupy the public way; and (ii) the right of the City to use, access and maintain the City Viaduct Improvements located within the Viaduct Public Way Easement Premises ("Viaduct Public Way Easement"). The Viaduct Public Way Easement shall run with the land and shall burden the Viaduct Public Way Easement Premises as the servient tenement, including any improvements and additions thereto, for the benefit of City's use and maintenance of the City Viaduct Improvements.

(b) Viaduct Support Easement And Viaduct Service Easement. In accordance with the foregoing, with respect to those certain Viaduct Improvements that will be located within the 401 Property and Public Ways and support the City Viaduct Improvements, Owner hereby grants to City, and City hereby accepts, a perpetual easement in and through that portion of the 401 Property legally described and depicted on (Sub)Exhibit C-2 hereto ("Viaduct Support and Service Easement Premises"), for the purpose of using and maintaining the Support Improvements and Service Improvements for the use and maintenance of the City Viaduct Improvements, including the right to provide essential or required City or other utility services carried through or located within the City Viaduct Improvements in accordance with this Agreement ("Viaduct Support and Service Easement"). The Viaduct Support and Service Easement shall include the following rights: (i) the right to use the Support Improvements for support and service of the City Viaduct Improvements, including the Service Improvements; (ii) the right (but not the obligation) to maintain the Support Improvements and the Service Improvements; (iii) the right to access the Support Improvements and Service Improvements and the Viaduct Support Easement Premises, in and through portions of the 401 Property, including portions of the Building in locations and on terms and conditions reasonably determined by the Owner and the City, as necessary or appropriate for the inspection of the Support Improvements and the Service Improvements and to conduct any maintenance, repairs and replacements required or permitted by this Agreement. The Viaduct Support and Service Easement shall run with the land and shall burden the Viaduct Support Easement Premises together with the rights specified in (i), (ii) and (iii) above which shall bind the relevant portions of the 401 Property.

(c) Viaduct Easement Premises; Easement Premises. The Viaduct Public Way Easement Premises and the Viaduct Support and Service Easement Premises are collectively referred to herein as the "Viaduct Easement Premises". The Viaduct Easement Premises, together with the Pedestrian Easement Premises (as such term

is defined in Section 16 hereof) are collectively referred to herein as the "Easement Premises".

(d) Revised Legal Descriptions. Owner and City may agree in writing to revise legal descriptions for one (1) or more of the Easement Premises to reflect the Improvements as actually constructed and installed and to reflect the actual vertical location of the Viaduct Public Way Easement Premises and the North Water Street Pedestrian Easement Premises. Upon approval by the Parties, such revised legals shall be recorded with the Offices of the Recorder of Deeds, Cook County, Illinois.

Section 10. Maintenance, Repair And Replacement Of Viaduct Improvements;
Self-Help.

(a) 401 Viaduct Improvements; Ownership And Maintenance. Owner shall own and shall maintain, repair and replace the 401 Viaduct Improvements and the 401 Property, including the Support Improvements, so that they do not interfere in any materially adverse way with the use of the Viaduct Public Way Easement or the Viaduct Support and Service Easement for their intended purposes. The City shall be solely responsible for maintenance, repair and replacement of Service Improvements, failing which, Owner may (but shall not be obligated) to perform such repairs, maintenance and replacement. With respect to the Service Improvements, to the extent that facilities supporting these improvements are located on or within the Building, the City shall have the right of access for maintenance, repair and replacement, subject to reasonable rules and conditions determined by Owner and approved by the City. In addition, Owner shall cause the 401 Viaduct Improvements and the Viaduct Support Improvements to be maintained in a safe, neat, clean and usable condition consistent with the Viaduct Public Way Easement, the Viaduct Support and Service Easement and Law. For purposes of this Agreement, the failure to provide structural support as designed applying reasonably accepted professional engineering principles is hereby agreed to constitute interference with the use of Viaduct Public Way Easement and the Viaduct Support and Service Easement for their intended purposes.

(b) 401 Viaduct Improvements; Non-compliance, Remediation And Self-Help. In the event that Owner is not in compliance with the maintenance, repair and replacement obligations under this section, City may serve a written notice upon the Owner through the Retail Owner (in accordance with subsection 10(e), below) to advise Owner of the deficiencies and requesting a plan of remediation. Owner shall provide a proposed plan of remediation. To the extent that, in the reasonable judgment of the Commissioner, the plan provides for the full correction of all existing deficiencies within thirty (30) days, and the immediate correction of all deficiencies that pose an imminent and substantial risk to the safety of persons or a risk of substantial property damage ("Emergency"), then such plan shall be a

binding agreement of City and Owner. If, in the reasonable judgment of the Commissioner, the plan does not provide for the full correction as provided in the preceding sentence, then City may serve notice in accordance with this Agreement and upon the period stated in the notice, may enter the necessary or appropriate portions of the 401 Property to perform such corrections within a reasonable time. If the City shall perform such correction, Owner shall reimburse the City for all actual costs reasonably incurred by the City in performing the obligations of Owner, such payment to be made within thirty (30) days of the Owner's first receipt (through the Retail Owner) of a notice and statement providing a reasonably detailed description of City's work to perform the maintenance obligations of Owner. The City's determination not to perform any corrections or to perform only some correction shall not relieve the Owner of its failure or refusal to perform according to this Agreement.

(c) 401 Viaduct Improvements; City's Lien Right. If within said thirty (30) day period, Owner shall fail to pay the amounts due to the City as provided in the previous paragraph, then, in addition to any other rights or remedies the City may have against Owner, the City shall have a lien against the entire 401 Property (the "City Lien") to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Agreement. The City Lien shall arise immediately upon the recording of a notice by the City with the Recorder of Deeds of Cook County, Illinois, and may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois, subject to the rights of any unit owners in any portion of the 401 Property submitted to the Illinois Condominium Property Act, 765 ILCS 605, et. seq. (the "Act") to obtain release of such lien by paying an amount equal to such unit owner's percentage share, determined in accordance with Section 9.1 of the Act.

(d) City Viaduct Improvements; Ownership And Maintenance. The City shall own the City Viaduct Improvements and shall maintain them as a public way to the extent required by applicable Law. Such obligation shall not include the responsibility to assure that the City Viaduct Improvements are weather or water proof or will prevent seepage or run off from rain, melted snow, or fire hydrants from reaching the 401 Property, the Improvements or the Building. As the City Viaduct Improvements will include certain portions of the Improvements above the "top-of-steel" that are needed to cause the waterproofing of Improvements and areas of the 401 Property to be located beneath such City Viaduct Improvements, City shall permit Owner to repair such Improvements as reasonably necessary for the protection of such Improvements and areas (including but not limited to the protection of the Support and Service Improvements as required hereunder).

(e) Coordination. Owner and City shall cooperate concerning the coordination of uses and maintenance of the 401 Property and the Improvements, including prompt and accurate responses to inquiries, attending meetings and site visits, and

providing complete disclosures of information concerning such areas and their potential involvement in any proposed or existing use. After completion of construction of the 401 Viaduct Improvements, and acceptance by City, Owner and City have agreed that the Owner of the portion of the 401 Property owned and used for retail purposes (the "Retail Owner"), essentially consisting of the first three (3) levels of the building to be constructed on the 401 Property (the "Retail Component"), shall be the point of contact with City for performing the coordination, maintenance and administration obligations of Owner under this Agreement.

(f) Indemnity. Except to the extent proximately caused by the negligent, willful and wanton or intentionally tortious acts or omissions of City, its agents, employees or contractors, Owner hereby indemnifies and agrees to hold harmless and defend City from and against the portion of any Losses, arising from the negligent acts or omissions of Owner, provided that such Loss is attributable to: (i) the death of, or personal injury caused to any natural person, or (ii) physical damage to or loss of tangible property of any person or entity ("Claims").

Section 11. Use And Maintenance Insurance.

Immediately following turnover and acceptance of any portion of the Viaduct Improvements, and at all times thereafter, Owner shall procure and maintain, or shall cause to be procured and maintained, covering all maintenance, repair and replacement operations under this Agreement, whether performed by Owner, the Retail Owner, or their Contractors:

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Twenty-five Million Dollars (\$25,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured

on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Owner must provide Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage.

The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Property.

Owner must maintain All Risk Property Insurance at full replacement cost including improvements and betterments covering loss of, damage to or destruction of the building/permanent facility. The City of Chicago must be named as additional insured and loss payee as its interest may appear.

On an annual basis, the Owner must furnish the City's Department of Transportation, Room 500, 30 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of turnover of the applicable Work, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during such year. The Owner must submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Owner is not a waiver by the City of any requirements for the Owner to obtain and maintain the specified coverages. The Owner shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Owner of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated. The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced

insurance coverages must be borne by Owner. The Owner agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Owner in no way limit the Owner's liabilities and responsibilities specified within the Agreement or by Law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Owner under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Owner must require all Contractors to provide the insurance required herein, or Owner may provide the coverages for any Contractor. All Contractors are subject to the same insurance requirements of Owner unless otherwise specified in this Agreement.

If Owner or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 12. Use And Maintenance Reserves.

The Owner, based on a useful life study of the 401 Viaduct improvements (as updated from time to time, the "Useful Life Study"), shall maintain a segregated replacement reserve fund to pay for the cost of replacing the 401 Viaduct Improvements when their useful life has expired and capital replacements are needed (the "Reserve Fund"). The Useful Life Study (and any updates thereto) shall: (i) be performed by an architectural and engineering firm acceptable to City (and, for purposes of this Agreement, the firm of Skidmore, Owings & Merrill ["S.O.M."] is hereby approved); (ii) be prepared in accordance with sound engineering practice and Law; (iii) estimate the useful life of the major systems and structural components of the 401 Viaduct Improvements; (iv) estimate the amount of funds needed to replace such portions of the 401 Viaduct Improvement when their useful life has expired and replacement is needed; and (v) provide based on the foregoing information, a schedule for periodic funding of the Reserve Fund. The cost of normal repair and maintenance of the 401 Viaduct Improvements may be funded from current revenue, and shall not be funded from the Reserve Fund. The Reserve

Fund shall be maintained by the Owner, and evidence of the balance contained in the Reserve Fund at any given time will be provided to City upon request. If City, by reference to the current Useful Life Study, determines there is a shortfall in the Reserve Fund, City may notify Owner through the Retail Owner. The Owner, within ninety (90) days after such notice shall: (i) provide City with an updated Useful Life Study acceptable to City substantiating that the Reserve Fund is sufficient to fund capital replacements; (ii) provide City with a funding plan acceptable to City to alleviate the funding shortfall, on terms and conditions and over such period of time as is reasonable under the circumstances, or (iii) take such other actions as provide City with assurances and security acceptable to City that funds will be available when required to pay for necessary capital replacements to the 401 Viaduct Improvements. If Owner believes the amount maintained in the Reserve Fund is in excess of that reasonably required, the excess amount may be released but only with the written consent by City. The Owner may cause the performance of the obligations in this Section through a declaration of easements, covenants conditions and restrictions to be recorded against the 401 Property, binding the entire 401 Property and all grantees, assigns or successors in interest of Owner (the "Declaration").

Section 13. Run With The Land; Successor And Assigns, Title Insurance.

(a) Run With The Land; Successor And Assigns. The manner in which the easements and obligations under this Part Two of this Agreement shall run with the land and/or be binding, inure to the benefit of and be enforceable shall be in accordance with Section 32 of this Agreement.

(b) Title Insurance. Owner is the grantor of the Viaduct Public Way Easement and the Viaduct Support and Service Easement. Owner warrants to City that it is currently the Owner of the 401 Property with sufficient title and interest to enter into this Agreement and bind the 401 Property to the easements set forth in this Agreement. Prior to the acceptance of the City Viaduct Improvements, Owner, at Owner's expense, shall cause a title insurance policy to be issued from a title insurer reasonably acceptable to City insuring City's easement interests in the Viaduct Easements granted under this Agreement with coverage in an amount to be reasonably determined by City, Owner and the title insurer consistent with commercially standard practices for such insurance.

Section 14. Real Estate Taxes.

In the event Owner shall desire to obtain separate permanent tax identification numbers for one (1) or more of the Easement Premises and the 401 Property, City

shall do all acts and things reasonably necessary to said division to assist the Owner in obtaining such separate numbers, upon the request of Owner.

Part Three.

Pedestrian Easement.

Section 15. City's Grant Of Pedestrian Easements In East North Water Street And North Rush Street.

(a) Pedestrian Easements. The City hereby grants to Owner, for the benefit of both Owner and its Licensees (as hereinafter defined), pursuant to the terms hereof, and to the extent of its interest under Law including the doctrine of public trust under the Illinois case law, and consistent with its rights and responsibilities with respect to the use and maintenance of public ways, as applicable, non-exclusive easements to improve, maintain, repair, replace, use and occupy (for pedestrian purposes, and not vehicular purposes), in accordance with this Agreement, the following portions of public way and Owner hereby accepts said easements:

the areas on and above the east North Water Street viaduct located in the right-of-way of East North Water Street legally described and depicted in (Sub)Exhibit D-1 ("North Water Street Pedestrian Easement Premises") and the improvements now or hereafter located therein; and

the areas in, over and under the right-of-way in North Rush Street legally described and depicted in (Sub)Exhibit D-2 ("North Rush Street Pedestrian Easement Premises") and the improvements now or hereafter located therein.

Together, the North Water Street Pedestrian Easement Premises and the North Rush Street Pedestrian Easement Premises shall be known as the "Pedestrian Easement Premises," and the easements granted pursuant to this Section 15 shall be collectively referred as the "Pedestrian Easements".

(b) Dominant And Servient Tenements. The Pedestrian Easements shall burden the Pedestrian Easement Premises as the servient tenement, and subject to the terms of this Agreement, shall bind and be enforceable against City and its successors and assigns with respect to the Pedestrian Easement Premises. The Pedestrian Easements shall be appurtenant to the 401 Property as the dominant tenement, and benefit Owner and its successors and assigns.

(c) Licensees. Subject to the terms of this Agreement, Owner may authorize the use of the Pedestrian Easements by its tenants, subtenants, licensees and invitees (collectively, "Licensees"), provided that such use shall be subject to the use of the Pedestrian Easement Premises as public ways for the use by pedestrians twenty-four (24) hours a day, seven (7) days a week, every day of the year. Owner may not authorize any use of the Pedestrian Easement Premises for any purpose that will substantially interfere with the use of the public ways of the City by the public. The foregoing shall not prohibit Owner, however, from limiting access to the 401 Property or portions thereof by use of screens, doors or other methods, provided that such items are located solely on the 401 Property and not in the Pedestrian Easement Premises.

(d) Removal And Restoration. Upon partial or complete termination, release, expiration or abandonment of the Pedestrian Easements granted by this Agreement, Owner, without cost or expense to City, shall be responsible for removing the Pedestrian Improvements and restoring Rush and Water Streets to the extent Owner has caused them to be altered or disturbed, in the reasonable judgment of the Commissioner of Transportation.

(e) Insurance. Owner shall provide insurance covering its use, maintenance, repair and replacement of the Pedestrian Improvements with the coverages and limits provided in Section 11 and shall provide annual proof of insurance coverage as required by that section.

(f) Run With The Land; Successor And Assigns. The manner in which the easements and obligations under this Part Three of this Agreement shall run with the land and/or be binding, inure to the benefit of and be enforceable shall be in accordance with Section 32 of this Agreement.

(g) Term. The term of the Pedestrian Easements shall be one hundred two (102) years, expiring at midnight at the end of the one hundred second (102nd) year following the Effective Date hereof.

Section 16. Maintenance Of Pedestrian Improvements And Pedestrian Easement Premises.

(a) Maintenance. Owner shall maintain, repair and replace the Pedestrian Improvements and any portion of the 401 Property supporting or serving the foregoing in a neat, clean and usable condition consistent with the public use required by Law and this Agreement, and consistent with the general custom and practice of owners of first class mixed-use, mixed-ownership properties containing

retail, parking, hotel and residential uses in the Central Business District of the City of Chicago with respect to the lobbies and other public areas of their buildings. In addition, Owner shall maintain the Pedestrian Improvements so that they do not interfere in any adverse way with any use of the public ways by City, the public or any person or entity authorized to use or occupy the public way. In the event that the City causes or authorizes the maintenance of a utility or public service facility in or adjacent to the Pedestrian Easement Premises, the City's obligation toward the restoration of such Premises shall be the restoration of grading, and shall not include the replacement or restoration of any of the Pedestrian Improvements; provided however that the City shall require non-governmental authorized parties to replace or restore any of the Pedestrian Improvements to the extent it has the legal right to enforce such an obligation under applicable franchise agreements and any other legal authority. If the City believes that it lacks such legal right, and the Owner believes in good faith that the City possesses such a legal right, then the City shall authorize the Owner to pursue such remedies on behalf of the City.

(b) *Cooperation.* Owner and City shall cooperate in and coordinate their respective maintenance of the public way or City-owned property adjacent thereto, including prompt responses to inquiries, attending meetings and site visits, and sharing information concerning potential involvement in any proposed or existing use of the public way.

(c) *No City Obligation.* The Owner acknowledges that City is not responsible for the operation, maintenance, repair of or security in the Pedestrian Improvements or the 401 Property and has no obligations with respect thereto (other than the provision of City services available to all similarly situated improvements).

Part Four.

Miscellaneous.

Section 17. Easement Fee.

The consideration for the easements granted by City set forth in this Agreement, among other things, include Owner's construction of the Improvements (including certain repairs to the North Water Street Viaduct) in accordance with the terms of this Agreement; Owner's operation and maintenance of the Pedestrian Improvements for the benefit of the public in accordance with the terms of this Agreement; and the easements granted by Owner set forth in this Agreement.

Section 18. Signs.

Owner shall install and maintain adequate directional signage within the Pedestrian Improvements to indicate the location of stairways, elevators and exits providing access to Wabash and Michigan Avenues.

Section 19. Default.

(a) Notice And Opportunity To Cure. The City and the Owner (acting through the Retail Owner) may, upon breach of any of the terms and provisions of this Agreement, send such written notice of such breach to the party causing such breach. Unless another period is stated, and except in case of Emergency, in the event any breach is not cured within sixty (60) days after receipt of such notice of breach, then the party causing such breach shall be deemed in default in its obligations under this Agreement, and the non-defaulting party shall have such rights and remedies as shall be available to it at law or in equity; provided that in the event a default cannot reasonably be cured within sixty (60) days after written notice and the defaulting party is proceeding diligently to cure the default, the defaulting party shall have such additional time as may be reasonably necessary to cure said default. In the case of Emergency, the cure shall be undertaken as soon as reasonably possible to minimize further injury of persons and loss of or damage to property.

(b) Rights Of Mortgagees. Any bona-fide third party who, at such time, is the holder of a recorded mortgage encumbering all or a portion of the 401 Property who has been designated to receive notice in accordance with Section 24 hereof is referred to herein as a "Mortgagee". The City acknowledges that notice to each designated Mortgagee or other person or entity which Owner, Retail Owner or any condominium association of a portion of the 401 Property submitted to the Act (a "Condominium Association") designated in accordance with Section 24 shall be necessary to effect notice under this Agreement. The city shall be entitled to rely upon the written representation of the Retail Owner from time to time given as to the complete set of parties entitled to notice as of such point(s) in time. In the event that Owner or the Retail Owner, as applicable, does not cure a default within the time specified in Subsection 19(a) above, City will not terminate this Agreement or the Pedestrian Easements nor exercise its rights and remedies hereunder with respect to such default so long as: the applicable Mortgagee commences and thereafter diligently pursues an action under applicable law to foreclose on or otherwise obtain title to the premises subject to its mortgage. Upon obtaining title to the premises, whether through foreclosure, deed in lieu of foreclosure or otherwise, the applicable Mortgagee, purchaser at a foreclosure sale or transferee

under a deed in lieu, as the case may be, shall diligently pursue to completion the cure of all defaults and the commencement of the cure period shall be the date that title is transferred.

Section 20. Compliance With Law.

The Easement Areas shall be used and the Improvements shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in complete compliance with all applicable Law.

Section 21. Partial Invalidity.

If any clause, sentence or other portion of this Agreement shall become illegal, null and void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect. The termination of any one (1) or more grants hereunder shall not effect the continuing validity of the other grants hereunder.

Section 22. Owner's Rights With Respect To The 401 Property.

Owner may from time to time replace, remodel or demolish all or any portion of the 401 Property and construct or reconstruct improvements upon the 401 Property provided such replacement, repair, demolition, construction or reconstruction does not substantially alter the Improvements and does not adversely affect the rights of City under this Agreement. In addition, Owner may also maintain, repair, remove and replace the Pedestrian Easement Premises, provided any replacement Improvements which are materially different than the replaced Improvements shall be subject to approval of the Commissioner.

Section 23. Reasonable Rules.

Subject to the reasonable approval of City and the terms of the Declaration, Owner may establish reasonable rules and regulations not inconsistent with this Agreement and the Law, including the P.D. Ordinance, related to the use by the public of the Pedestrian Easement Premises. With respect to all other portions of the 401 Property, Owner may control the use and access thereof in its sole discretion, consistent with the terms of the Declaration provided that it does not substantially interfere with the rights of the City as provided in this Agreement.

Section 24. Notices.

Any and all notices, demands or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given if and when personally delivered or on the third (3rd) business day following deposit thereof in the United States certified or registered mail, postage prepaid and return receipt requested, and addressed to Owner, Retail Owner, any Condominium Associations, Mortgagees and City at their respective addresses set forth below, or to such substitute or additional addresses or addressees as Owner, City or other persons entitled to notice hereunder may designate by notice in accordance herewith (it being expressly acknowledged that the parties entitled to notice hereunder may designate any bona-fide third party who, at such time, is the holder of a recorded mortgage encumbering all or a portion of the 401 Property as a "Mortgagee" entitled to notice hereunder); provided further that Owner may not request that more than ten (10) persons or entities receive notice or copies of notices under or through the rights and obligations of Owner under this Agreement, including all Retail Owners, Condominium Associations and Mortgagees:

If To Owner, Retail Owner, Any
Condominium Associations At:

In care of _____

Attention: _____

with a copy to:

Piper Rudnick L.L.P.
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601
Attention: Theodore J. Novak and David
L. Reifman

If To City, At:

Commissioner of Transportation
30 North LaSalle Street, Room 1100
Chicago, Illinois 60602

(or to such other address that the
Commissioner shall have published
generally throughout the City)

with a copy to:

City of Chicago -- Corporation Counsel
121 North LaSalle Street
Room 600, City Hall
Chicago, Illinois 60602

Section 25. Illinois Law.

This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way. The City agrees to exercise its discretion reasonably to minimize disruption to Owner.

Section 26. Gender And Plurals.

All words, which are expressed in the masculine, feminine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in this Agreement, to include the plural and the singular.

Section 27. Effective Upon Execution And Delivery.

This Agreement shall be effective only upon the execution and delivery hereof by Owner and City and the recording of this instrument with the Office of the Recorder of Cook County.

Section 28. Benefited Parties; No Third-Party Beneficiaries.

This Agreement shall be binding upon and inure to the benefit solely of Owner, City and their respective successors in interest, assigns, Licensees and such parties' respective legal representatives (collectively, the "Benefited Parties"). This Agreement and the terms hereof are intended solely for the benefit of the Benefited Parties as expressly provided for herein and for the benefit of Mortgagees, as expressly provided for in Section 19(b) hereof. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

Section 29. Recordation.

The Owner, at its sole expense, shall record this Agreement with the Office of the Recorder of Cook County following the execution and delivery hereof by Owner and City.

Section 30. Estoppels.

Upon the reasonable request of Owner, Retail Owner or any Condominium Association, City shall deliver for the benefit of the requesting person or its lenders, ground lessors, purchasers, investors an estoppel certificate concerning the Commissioner's actual knowledge of defaults or liens under this Agreement, that, except as noted, this Agreement is in full force and effect and has not been amended or modified, and as to the status of the City approvals required under Section 5.A. If such defaults or liens are determined at a later date to exist, such estoppel certificate shall not bar the City from exercising its rights and remedies hereunder.

Section 31. Authority And Validity.

Owner and City each represents and warrants to one another that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms. This Agreement may not be amended, modified, released or terminated by Owner without the consent of all Mortgagees.

Section 32. Rights And Obligations Run With The Land.

The restrictions, easements, covenants, benefits and obligations of City and Owner provided for in this Agreement shall run with the land and shall inure to the benefit of and be binding upon Owner, City and their respective successors in interest, Licensees and assigns. Upon any transfer or conveyance of all interest and title to all or any portion of the 401 Property by Owner, the transferor shall be released from any liability under this Agreement relative to that portion of the 401 Property so transferred or conveyed arising after the date of such transfer or conveyance, provided that the transferor shall give notice of such transfer and the name, address and a contact person for the transferee to the City and the other owners (and the association, for the Hotel Condominium and the Residential Condominium); and further provided that, for all conveyances of units in the Hotel Condominium or the Residential Condominium (as defined in this Section 32), only one notice of transfer shall be required which shall be a notice to the City when the first closings of units occur, containing the name and address of the Hotel and Residential Condominium

Association, and the relevant management agent. In case of such transfer, the transferee shall be bound by and deemed to have assumed the obligations of the transferor arising from and after the date of such transfer or conveyance; provided, however, that for all purposes involving any portion of the 401 Property submitted to the Act, the Condominium Association for such condominium shall have the right, acting on behalf of the unit owners, to enforce the rights and benefits created by this Agreement or perform the obligations required of such condominium under this Agreement and further provided that the obligations under Section 5 and Section 10 (f) of this Agreement shall not bind nor be enforceable against the unit owners of the Hotel Condominium or the Residential Condominium (as such portions of the 401 Property are contemplated by the P.D. and created after submission to the Act), provided that the insurance coverages required of Owner under this Agreement are being maintained in full force and effect.

[(Sub)Exhibits "C-1", "C-2", "D-1" and "D-2" referred to in this Construction and Easement Agreement constitute Exhibits "C-1", "C-2", "D-1" and "D-2", respectively, to the ordinance and printed on pages 30418 through 30425 of this *Journal*.]

(Sub)Exhibits "A" and "B" referred to in this Construction and Easement Agreement read as follows:

(Sub)Exhibit "A".
(To Construction And Easement Agreement)

Legal Description Of 401 Property.

Parcel 1:

A tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street and along the northerly line of said Parcel 17 a distance of 272.18 feet; thence south 32 degrees, 10 minutes, 50 seconds west along the northwesterly line of Parcel 17, a distance of 22.62 feet

to a point; thence south 60 degrees, 01 minute, 51 seconds west, a distance of 3.97 feet to a point; thence continuing south 60 degrees, 01 minute, 51 seconds west, a distance of 43.72 feet; thence south 55 degrees, 51 minutes, 35 seconds west, a distance of 43.85 feet; thence south 52 degrees, 21 minutes, 58 seconds west, a distance of 32.82 feet; thence south 49 degrees, 32 minutes, 01 second west, a distance of 32.53 feet; thence south 47 degrees, 37 minutes, 29 seconds west, a distance of 51.47 feet; thence south 47 degrees, 01 minute, 53 seconds west, a distance of 2.033 feet; thence south 47 degrees, 48 minutes, 32 seconds west, a distance of 42.61 feet; thence south 49 degrees, 17 minutes, 23 seconds west, a distance of 44.057 feet; thence south 53 degrees, 26 minutes, 39 seconds west, a distance of 24.308 feet; thence south 00 degrees, 09 minutes, 40 seconds west, a distance of 116.60 feet; thence south 22 degrees, 24 minutes, 30 seconds east, a distance of 34.47 feet; thence north 67 degrees, 35 minutes, 30 seconds east, a distance of 105.06 feet; thence south 39 degrees, 30 minutes, 25 seconds east, a distance of 46.62 feet to a point on the northerly dock line of the Chicago River; thence north 48 degrees, 44 minutes, 55 seconds east, a distance of 401.26 feet along said northerly dock line of the Chicago River to an angle point in said northerly dock line of the Chicago River; thence north 62 degrees, 25 minutes, 37 seconds east, a distance of 100.64 feet along said northerly dock line of the Chicago River to a point on the west line of North Rush Street; thence north 00 degrees, 18 minutes, 37 seconds east, a distance of 104.51 feet along the west line of North Rush Street to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Parcel 2:

All the land, property and space lying above a horizontal plane which is 22.00 feet above the Chicago City datum and below a horizontal plane which is 150 feet above the Chicago City Datum, and within the vertical projection of the boundary line of a tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian being that part of East North Water Street, East Kinzie Street and North Wabash Avenue bounded and described as follows:

commencing at the point of intersection of the south line of East North Water Street with the west line of North Rush Street as established by ordinance passed May 27, 1955; thence south 78 degrees, 25 minutes, 00 seconds west along the south line of East North Water Street, said south line of East North Water Street being also the north line of a parcel of land denoted as Parcel 17 in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, a distance of 213.34 feet to the point of beginning for the parcel of land hereinafter described; thence continuing south 78 degrees, 25 minutes 00, seconds west along the south line of East North Water Street, a distance of 58.74

feet to the most northerly corner of said Parcel 17, said point being also the point of intersection of the south line of East North Water Street with the southeasterly right-of-way line of North Wabash Avenue; thence south 32 degrees, 10 minutes, 50 seconds west along the southeasterly right-of-way line of North Wabash Avenue, said southeasterly right-of-way line being also the northwesterly line of aforesaid Parcel 17, a distance of 22.62 feet to a point; thence south 60 degrees, 01 minute, 51 seconds west along a straight line, a distance of 18.45 feet to a point; thence northerly, northeasterly, easterly and southeasterly along the arc of a circle which has a radius of 50.00 feet, a chord of 94.53 feet and a chord bearing of north 64 degrees, 20 minutes, 45 seconds east, an arc distance of 123.85 feet to the point of beginning, in Cook County, Illinois.

(Sub)Exhibit "B".

(To Construction And Easement Agreement)

Scope Of Work.

Part 1 -- Pedestrian Improvements.

(a) The Pedestrian Improvements will be located throughout the following two (2) areas:

(1) on and above the top of the steel portions of the viaduct within the East North Water Street right-of-way area that is legally described in (Sub)Exhibit D-1 and defined in the attached Construction and Easement Agreement as the "North Water Street Pedestrian Easement Premises"; and

(2) on and above the upper surface of the North Rush Street right-of-way that is legally described in (Sub)Exhibit D-2 and defined in the attached Construction and Easement Agreement as the "North Rush Street Pedestrian Easement Premises".

The Pedestrian Improvements within both areas will consist of landscape and hardscape elements consistent with a Site Plan for such areas as approved by the Department of Planning and Development, and as revised and approved from time to time.

The pathway and stairway configuration, vertical transportation elements and signage within the Pedestrian Improvements, in accordance with the approved Site

Plan, will promote pedestrian circulation (twenty-four (24) hours a day, three hundred sixty-five (365) days a year) throughout and between North Michigan Avenue, the North Water Street Pedestrian Easement Premises, the North Rush Street Pedestrian Easement Premises, Lower East North Water Street, the Chicago River and North Wabash Avenue.

In furtherance of the foregoing Pedestrian Improvements, the Venture will also undertake the following refurbishment with respect to that portion of the elevated viaduct structure within the East North Water Street right-of-way located beneath the North Water Street Pedestrian Easement Premises (this being approximately the easternmost seventy percent (70%) of the Upper North Water Street right-of-way as it extends between the easternmost expansion joint of Upper North Wabash Avenue and the western property line of what is currently the Wrigley Building property): remediation of the existing structural foundations, columns, horizontal beams and girders, existing structural slabs at the upper surface level (above the structural steel). The Pedestrian Improvements and the foregoing viaduct refurbishment work will: (a) be coordinated with the Viaduct Improvements described in Part 2, below and (b) accommodate existing utilities and public facilities in either their current locations or in such new locations as determined by the parties consistent with such parties' rights as existing as of the date of the Construction and Easement Agreement.

Part 2 -- Viaduct Improvements.

Conditions common to both City Viaduct Improvements and 401 Viaduct Improvements:

- a. The Viaduct Improvements will be constructed within the area depicted on the attached exhibit prepared by Chicago Guaranty Survey entitled "Construction Area" (generally north of the Chicago River Bridge and south of the intersection of North Wabash Avenue and Upper East North Water Street and East Kinzie Street).
- b. Following construction of the Viaduct Improvements, North Wabash Avenue will continue to be an elevated roadway viaduct with enclosed and unenclosed areas beneath.
- c. The elevated roadway viaduct will be constructed with continuous expansion joints occurring at the Chicago River Bridge, at the approximate location of the existing western expansion joint (along the existing IBM Building), and at the easterly side of the Construction Area, but eliminating any conflicts with the new Trump Tower; and with transverse expansion joints at the interface with existing elevated roadway structures

at the intersection of North Wabash Avenue, East Kinzie Street and East North Water Street, and with other intermediate transverse joints as may be required.

- d. The "South Central Zone" will generally consist of reinforced concrete slab and "slab band" construction, on bays generally of thirty-five (35) feet or less in either direction. Waterproofing, wearing course slabs, curbs and sidewalks would be installed above the new, primary structure to conform to the final elevations and configurations. The new roadway system would be supported by new reinforced concrete columns and new reinforced concrete belled caissons. The new elevated structure in the area between the Chicago River Bridge and the proposed Lower West Carroll Avenue would be built over a new, enclosed multi-level facility that is a part of the new Trump Tower Development and is likely to contain entrances, exits, loading, mechanical, parking and similar uses.
- e. The "North Central Zone" will generally consist of composite structural steel beams and girders supporting a reinforced concrete slab, due to the longer spans over the lower level street systems. The elevated roadway structure would be supported by new steel columns and new reinforced concrete belled caissons. Waterproofing, wearing course slab, curbs and sidewalks would be installed above the primary structure to the final required elevations and configurations. This zone of the elevated roadway structure will span over the lower level streets of West Carroll Avenue, East North Water Street and North Wabash Avenue. Steel columns will include reinforced concrete protection at their lower levels, with all new steelwork receiving multi-coat paint systems. The new elevated structure within this zone would be built over the new, enclosed multi-level facility that is a part of the new Trump Tower Development and is likely to contain entrances, exits, loading, mechanical, parking, retail and similar uses.
- f. The Viaduct Improvements, following construction, will not impede the existing vehicular connection to the generally east/west vehicular ramp currently located beneath a portion of the 405 North Wabash plaza (directly north of the East North Water Street right-of-way).
- g. East North Water Street will continue to be improved with an elevated pedestrian viaduct structure that has continuous expansion joints along the adjacent property lines to the north and south, terminates to the west at the eastern expansion joint of Upper North Wabash Avenue and terminates to the east at approximately the western property line of the existing Wrigley Building property.

- h. The existing improvements within the "Western Zone" of East North Water Street (approximately the western thirty percent (30%)) will be demolished above the existing foundations; new foundations will be installed, and a new superstructure consisting of an elevated platform system of structural steel and reinforced concrete similar to the North Central Zone will be installed.
- i. The lane configuration of Upper North Wabash Avenue within the Construction Area will be modified as indicated in the Trump Tower Planned Development documents.
- j. The Viaduct Improvements will include all temporary work, traffic rerouting, existing utility relocations, upper and lower street lighting and electrical work, signalization at the mid-block pedestrian crossing, landscaping and streetscaping as required for a functioning roadway system.
- k. All design will conform to the latest edition of the Illinois Department of Transportation's (I.D.O.T.) Bridge Manual, the American Association of State Highway and Transportation Officials' (A.A.S.H.T.O.) Standard Specifications for Highway Bridges and all other applicable Chicago Department of Transportation (C.D.O.T.) design criteria.
- l. All construction will conform to the latest edition of the I.D.O.T. Standard Specifications for Road and Bridge Construction (S.S.R.B.C.) and all applicable Supplemental and Recurring Special Provisions.

Part 2a -- City Viaduct Improvements.

The City Viaduct Improvements will consist of all Viaduct Improvements that are (1) located within or constituting the Viaduct Public Way Easement Premises; and (2) not located within the boundaries of the 401 Property.

Part 2b -- 401 Viaduct Improvements.

The 401 Viaduct Improvements will consist of all Viaduct Improvements that are located within the boundaries of the 401 Property excluding, however, that portion of the 401 Property constituting the Viaduct Public Way Easement Premises.

APPROVAL FOR RELEASE OF RESTRICTIVE COVENANT
FOR VACATED PORTION OF NORTH KILPATRICK
AVENUE AND WEST WABANSIA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for the proposed release of restrictive covenant the City of Chicago and the owner (Wal-Mart) entered into under the Industrial Street and Alley Non-Compensated Vacation Program. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, On November 2, 1994, the City Council approved the vacation of a portion of the public way located along North Kilpatrick and West Wabansia Avenues, between West Grand Avenue on the north and West North Avenue on the south ("Vacation") to the abutting property owner ("Owner"); and

WHEREAS, On March 9, 1995 and recorded as Document Number 95235198, pursuant to said vacation, the City and Helene Curtis entered into a restrictive covenant ("Covenant") which provided that the vacated public way be used solely for industrial purposes; and

WHEREAS, The abutting property owner is now Wal-Mart Stores East, L.P. ("Wal-Mart"); and

WHEREAS, The City and Wal-Mart seeks to release the Covenant ("Release"); and

WHEREAS, The Commissioner of the Department of Transportation ("Commissioner") has determined that the compensation due to the City for the Release is Six Hundred Thousand and no/100 Dollars (\$600,000.00); now, therefore,

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

SECTION 1. The Release of the Covenant for Six Hundred Thousand and no/100 Dollars (\$600,000.00) is hereby approved.

SECTION 2. The Commissioner is hereby authorized to execute, subject to the approval of the Corporation Counsel, a Release and any other such documents as may be necessary to effectuate the transaction described herein.

SECTION 3. This ordinance shall take effect immediately upon its passage.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC
ON PORTION OF WEST MONROE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to construct a cul-de-sac on West Monroe Street at South Kenton Avenue. This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

on West Monroe Street at South Kenton Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred July 21, 2004) authorizing and directing the Commissioner of Transportation to consider the construction of traffic circles at various locations. These ordinances were referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Intersection Of North Neva Avenue And West Barry Avenue.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

in the intersection of North Neva Avenue and West Barry Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

South Spaulding Avenue And West 62nd Place.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

South Spaulding Avenue and West 62nd Place.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing the exemption of sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the Committee on July 21, 2004 and August 26, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Ms. Teresita Marsal-Avila.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Teresita Marsal-Avila of 2500 South Drake Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2500 South Drake Avenue.

Section 2. This ordinance shall take effect and be in force from and after its passage and publication.

The Body Shop.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt The Body Shop of 5820 North Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5820 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

BP Development.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt BP Development located at 2451 West Cortland Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2451 West Cortland Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Citgo Gas And Foodmarts/Mr. Bhupen Mody.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Citgo Gas and Foodmarts/Bhupen Mody from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 2816 West Irving Park Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. William J. Goers/Corporate Graphics Of America.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt William J. Goers/Corporate Graphics of America, 5312 North Elston Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5312 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Cregier Development, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Cregier Development, L.L.C. of 6918 -- 6922 South Cregier Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6918 -- 6922 South Cregier Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Anthony Cribbin/Cribbin Construction.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Anthony Cribbin of Cribbin Construction, 817 North Milwaukee Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1625 West Estes Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Gary DeStefano/DeStefano Development.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Gary DeStefano/DeStefano Development of 746 North Milwaukee Avenue from the

provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 746 North Milwaukee Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Equinox Development.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Equinox Development of 817 West Superior Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1836 -- 1838 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Elias Falcon.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Elias Falcon from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3615 North Lakewood Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ferro Electric Corporation.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for Ferro Electric Corporation, 3041 South Shields Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Friends Oil Corporation.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Friends Oil Corporation at 8058 South Cottage Grove Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 8058 South Cottage Grove Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Haven Development.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Haven Development, 1229 Emerald Drive, Lemont, Illinois 60439 from the

provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4910 South Vincennes Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Sigmund Lefkovitz And Jackson Park Properties 2, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Sigmund Lefkovitz and Jackson Park Properties 2, L.L.C. at 1440 East 75th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1440 East 75th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

JDL Development.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt JDL Development of 900 North North Branch Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2600 North Paulina Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*The Home For The Association Of Jewish Blind, Doing
Business As Kagan Home For The Blind.*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt The Home for the Association of Jewish Blind, doing business as Kagan Home for the Blind, 5527 North Maplewood Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5527 North Maplewood Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

K. D. Auto Service.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt K. D. Auto Service, 6419 North California Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for 6419 North California Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

Ke-Hui Cui.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Ke-Hui Cui at

7042 South Stony Island Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7042 South Stony Island Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Leavitt-Schiller L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Leavitt-Schiller L.L.C. of 2144 West Schiller Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2144 West Schiller Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Living Water Community Church.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Living Water Community Church, 6808 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6808 North Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

New Horizon Motors, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, Commissioner of Transportation is hereby authorized and directed to exempt New Horizon Motors, Inc., 610 South Cicero Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 610 South Cicero Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

New Saint John Community Missionary Baptist Church.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt New Saint John Community Missionary Baptist Church of 1214 -- 1218 South Millard Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1214 -- 1218 South Millard Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Preferred Realty Group.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt from the provisions requiring barriers as a prerequisite to prohibit alley ingress and

egress to parking facilities for Preferred Realty Group, 3335 -- 3371 South Archer Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Premium Auto Repair.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Premium Auto Repair located at 707 East 67th Street from the provisions requiring barriers as prerequisite to prohibit alley ingress and egress for 707 East 67th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Alex Samadzija.
(2635 -- 2639 West Lawrence Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Alex Samadzija of 2635 -- 2639 West Lawrence Avenue from the provisions requiring barriers as prerequisite to prohibit alley ingress and egress to parking facilities for 2635 -- 2639 West Lawrence Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. George Samardzija.
(6957 North Ashland Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt George Samardzija, 1947 West Grace Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6957 North Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Shore Drive L.P.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Shore Drive L.P. at 2344 East 70th Place from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2344 East 70th Place.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Tariq Siddiqi.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue and the Department of Construction and Permits is hereby authorized and directed to exempt Tariq Siddiqi of 1516 West Farwell Avenue from

the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for remodeling/construction at the following locations: 2140 West Devon Avenue, 2144 West Devon Avenue and 2150 West Devon Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

S.O.L.G., L.L.C., Ohio Park.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt S.O.L.G., L.L.C., Ohio Park of 2427 Saranac, Glenview, Illinois from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 218 -- 232 West Ohio Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Tom Staunton.
(1416 -- 1418 West Fullerton Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Tom Staunton of 520 Engel, Park Ridge, Illinois from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1416 -- 1418 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Tom Staunton.
(1420 -- 1422 West Fullerton Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Tom Staunton of 520 Engel, Park Ridge, Illinois from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1420 -- 1422 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Tom Staunton.
(1426 West Fullerton Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Tom Staunton of 520 Engel, Park Ridge, Illinois from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1426 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Tom Staunton.
(1440 -- 1444 West Fullerton Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Tom Staunton of 520 Engel, Park Ridge, Illinois from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1440 -- 1444 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

TAG 444 North Michigan L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt TAG 444 North Michigan L.L.C. of 444 North Michigan Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 444 North Michigan Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Young T. Cho/Mr. Kevin Park.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Young T. Cho/Kevin Park from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 3000 -- 3008 West Lawrence Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

646 North Oakley Corporation.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 646 North Oakley Corporation, located at 646 North Oakley Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 646 North Oakley Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

827 West Buckingham, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 827 West Buckingham, L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 827 West Buckingham Place.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

910 Elston Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Mohnel Angelo Siracki, 910 Elston Inc. of 902 -- 914 North Elston Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 902 -- 914 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

1837 -- 1839 North Sheffield, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 1837 -- 1839 North Sheffield, L.L.C., from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1837 -- 1839 North Sheffield Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

2200 West Madison L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 2200 West Madison L.L.C. of 2222 West Warren Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2225 -- 2237 West Madison Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

2514 North Halsted, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 2514 North Halsted, L.L.C., 2514 North Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 2514 North Halsted Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

3348 North Sheffield L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 3348 North Sheffield L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3348 North Sheffield Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

3710 North Kedzie L.L.C./Mr. Danny Zamost.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 3710 North Kedzie L.L.C./Danny Zamost from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 3710 North Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

6256 North Broadway L.L.C./Mr. Ian Halpin.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 6256 North Broadway L.L.C./Ian Halpin, 6229 North Glenwood Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6256 North Broadway.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

STANDARDIZATION OF SOUTHWEST CORNER OF WEST
SUNNYSIDE AVENUE AND NORTH LINCOLN
AVENUE AS "MAX GRIFFIN WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the southwest corner of West Sunnyside Avenue and North Lincoln Avenue as "Max Griffin Way". This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action to standardize the southwest corner of West Sunnyside Avenue and North Lincoln Avenue as "Max Griffin Way".

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

STANDARDIZATION OF NORTH SIDE OF PROPOSED RIVERWALK
FROM NORTH MICHIGAN AVENUE TO NORTH WABASH
AVENUE AS "STEVE NEAL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a substitute ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the north side of proposed riverwalk from North Michigan Avenue to North Wabash Avenue as "Steve Neal Way". The original ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3rd) day of December 1984, printed on page 11460 of the *Journal of Proceedings of the City Council of the City of Chicago* of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the north side of proposed riverwalk from North Michigan Avenue to North Wabash Avenue as "Steve Neal Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

STANDARDIZATION OF NORTHWEST CORNER OF NORTH
LA SALLE STREET AND WEST RANDOLPH STREET
AS "JOHN VAN OSDEL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the northwest corner at North LaSalle Street and West Randolph Street as "John Van Osdel Way". This ordinance was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third (3rd) day of December 1984, printed on page 11460 of the *Journal of Proceedings of the City Council of the City of Chicago* of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization at the northwest corner at North LaSalle Street and West Randolph Street as "John Van Osdel Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

CONSIDERATION FOR HONORARY DESIGNATION OF PORTIONS
OF WEST BYRON STREET AND NORTH LAWDALE
AVENUE AS "MICHAEL CHISHOLM STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 3600 block of West Byron Street and the 3900 block of North Lawndale Avenue as "Michael Chisholm Street". This order was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate the 3600 block of West Byron Street and the 3900 block of North Lawndale Avenue to "Michael Chisholm Street".

CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF WEST PALMER STREET
AS "COACH K. WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Palmer Street, from North Lockwood Avenue to North Latrobe Avenue, as "Coach K. Way". This order was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Palmer Street, from North Lockwood Avenue to North Latrobe Avenue, as "Coach K. Way".

CONSIDERATION FOR HONORARY DESIGNATION OF CORNERS OF
WEST HUBBARD STREET AND NORTH WESTERN AVENUE
IN RECOGNITION OF KELLY SYSTEMS INC.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, August 26, 2004.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate all four corners of West Hubbard Street and North Western Avenue as "Kelly Systems Inc.". This order was referred to the Committee on July 21, 2004.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

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

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate all four corners of West Hubbard Street and North Western Avenue as "Kelly Systems Inc."

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17, CHAPTERS 2, 3, 4 AND 17 OF
MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) BY ADDITION OF DOMESTIC
VIOLENCE RESIDENCE CATEGORY WITHIN
RESIDENTIAL USE DISTRICTS.
(Application Number TAD-324)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 26, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amendment form. They are Application Numbers TAD-324, 14497, 14480, 14470, 14372 and 14357. Application Number 14471 was withdrawn by the applicant.

Please let the record reflect that I, William J. P. Banks, abstained from voting and refused myself on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Moore, Stone -- 47.

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. Title 17, Chapter 17, Section 0102 of the Municipal Code of Chicago is hereby amended by adding the following use category to the residential use group to follow 17-17-0102-A3(b) Community Home, Group, in sequence:

4. Domestic Violence Residence.

A building or portion thereof, in which temporary housing is provided exclusively for persons who are victims of domestic violence or abuse and for their children, and which may also be occupied by professional support staff provided by a sponsoring agent. Any children or support staff using sleeping accommodations at a Domestic Violence Residence shall be included in determining maximum occupancy, as provided in subsections (a), (b) and (c) below.

(a) Domestic Violence Residence, Family.

A Domestic Violence Residence in which sleeping accommodations are provided for a maximum of 8 persons.

(b) Domestic Violence Residence, Group.

A Domestic Violence Residence in which sleeping accommodations are provided for a maximum of 15 persons.

(c) Domestic Violence Shelter.

A Domestic Violence Residence in which sleeping accommodations are provided for more than 15 persons.

SECTION 2. Title 17, Chapter 17, Section 0102 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

4: 5. Nursing Home.

A facility that meets the definition of a "nursing home" established in the Illinois Nursing Home Care Act (210 ILCS 45/).

5: 6. Temporary Overnight Shelter.

A building, or portion thereof, in which sleeping accommodations are provided for no more than 12 hours per day, for 3 or more persons who are not related to the property owner, operator, manager or other occupants thereof by blood or by marriage, as described in Chapter 13-208 of the Municipal Code.

6: 7. Transitional Residence.

A temporary residential living arrangement for persons who are receiving therapy or counseling for purposes such as, but not limited to, the following: (a) to help recuperate from the effects of drugs or alcohol addiction; (b) to help re-enter society while housed under supervision and the constraints of alternatives to imprisonment including, but not limited to, pre-release, work-release and probationary programs; or (c) to help with family or school adjustment problems that require specialized attention and care in order to achieve personal independence; ~~or (d) to provide~~

~~temporary shelter to victims of domestic abuse.~~

7. 8. Transitional Shelter.

A "transitional shelter" is a building, or portion thereof, in which temporary residential accommodations are provided for 3 or more persons who are not related to the property owner, operator, manager or other occupants thereof by blood or by marriage.

SECTION 3. Title 17, Chapter 2, Section 0206 of the Municipal Code of Chicago is hereby amended by adding the following use category to the Residential Group, by adding the language underscored, as follows:

Use Category	Zoning Districts								Use Standard	Parking Standard
	RS	RS	RS	RT	RT	RM	RM	RM		
Specific Use Type	1	2	3	3.5	4	4.5	5- 5.5	6- 6.5		
Community Home, Group	S	S	S	S	P	P	P	P		
<u>Domestic Violence Residence, Family</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>§17-10-0207-Q</u>
<u>Domestic Violence Residence, Group</u>			<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>§17-10-0207-Q</u>
<u>Domestic Violence Shelter</u>					<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>		<u>§17-10-0207-Q</u>

SECTION 4. Title 17, Chapter 3, Section 0206 of the Municipal Code of Chicago is hereby amended by adding the following use category to the Residential Group, by adding the language underscored, as follows:

Use Category	Zoning Districts						Use Standard	Parking Standard
	B1	B2	B3	C1	C2	C3		
Specific Use Type								
Community Home, Group	S	S	S	S	-	-		§17-10-0207-Q
<u>Domestic Violence Residence, Family (above the ground floor)*</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>		§17-10-0207-Q
<u>Domestic Violence Residence, Group**</u>	<u>S/P</u>	<u>S/P</u>	<u>S/P</u>	<u>S</u>	<u>-</u>	<u>-</u>		§17-10-0207-Q
<u>Domestic Violence Shelter</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>-</u>	<u>-</u>		§17-10-0207-Q

SECTION 5. Title 17, Chapter 4, Section 0206 of the Municipal Code of Chicago is hereby amended by adding the following use category to the Residential Group, by adding the language underscored, as follows:

* Special use permit required when located in the ground floor.

** Special use permit required when located in any business district with a floor area ratio of less than 2.2; permitted by special use permit only when located above the ground floor in a C1 district; permitted use only when located above the ground floor in any business district with a floor area ratio of 2.2 or more.

Use Category	Zoning Districts				Standard	Use Parking Standard
	DC	DX	DR	DS		
Specific Use Type						
Community Home, Group	-	S	S	-		§17-10-0207-Q
<u>Domestic Violence Residence, Family (above the ground floor)*</u>	-	P	P	-		§17-10-0207-Q
<u>Domestic Violence Residence, Group*</u>	-	S/P	P	-		§17-10-0207-Q
<u>Domestic Violence Shelter</u>	-	S	S	-		§17-10-0207-Q

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREA SHOWN ON MAP NUMBER 7-H.
(Application Number 14180)

(Committee Meeting Held January 15, 2004)

The Committee on Zoning submitted the following report:

* Special use permit required when located on the ground floor.

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 15, 2004, I beg leave to recommend that Your Honorable Body *Pass* one ordinance transmitted herewith for the purpose of reclassifying a particular area. It is referred to as Application Number 14180 in the 32nd Ward and the common address is 3123 --3127 North Oakley Avenue.

At this time, I move for passage of the ordinance transmitted herewith.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cardenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Munoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colon, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Moore, Stone -- 47.

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 Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 7-H in the area bounded by:

West Fletcher Street; the alley next east of North Oakley Avenue; a line 45.45 feet south of West Fletcher Street; and North Oakley Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREA SHOWN ON MAP NUMBER 4-F.

(As Amended)
(Application Number 14054)

(Committee Meeting Held February 10, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 10, 2004, I beg leave to recommend that Your Honorable Body *Pass* one ordinance transmitted herewith for the purpose of reclassifying a particular area. It is referred to as Application Number 14054 in the 2nd Ward and the common address is 541 West Roosevelt Road. This matter was corrected and amended in its amended form.

At this time, I move for passage of the ordinance transmitted herewith.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schuller, Moore, Stone -- 47.

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 Chicago Zoning Ordinance be amended by changing all the B5-1 General Service District symbols and indications as shown on Map Number 4-F in area bounded by:

West Roosevelt Road; South Clinton Street; West Maxwell Street; South Jefferson Street; a line 162.00 feet south of and parallel to West Roosevelt Road; and a line 123.00 feet west of and parallel to South Clinton Street,

to those of a C3-1 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C3-1 Commercial-Manufacturing District symbols and indications established in Section 1 above to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Business Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development, consists of approximately two hundred twenty-five thousand one hundred twenty-seven (225,127) square feet (five and sixteen hundredths (5.16) acres) and is owned or controlled by the applicant, Home Depot U.S.A., Inc.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different, then to the owners of record title to all of the property and to any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners or a covenant binding property owners may designate the authorized party for any future amendment, modification or change.
4. This plan of development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Property Line and Boundary Map; and a Site Plan, Landscape Plan and Building Elevations prepared by Greenberg Farrow Architects dated January 22, 2004. Full size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply.

5. The following uses shall be permitted within the area delineated herein as "Business Planned Development": home improvement center with bulk storage and accessory uses; all uses permitted in the C3-1 Commercial-Manufacturing District.
6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of planning and development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standard for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. The applicant shall make a one-time financial contribution to the City of Chicago towards the cost of transportation infrastructure improvements in the public ways that comprise the Roosevelt Road corridor. A preliminary estimate of the amount of this contribution shall be provided by the City at the time of Part II issuance by the Department of Planning and Development. A final cost shall be provided to the applicant within ninety (90) days after Part II issuance. This amount shall be paid by the applicant prior to issuance of a certificate of occupancy for the building. The applicant shall participate in a Roosevelt Road corridor association such as a traffic management association, a special service area, or similar entity and shall share in the funding of the entity in a manner proportionate to the applicant's traffic impact on the corridor as determined by the Department of Planning and Development and the Department of Transportation. A formula shall be devised to calculate this impact including but not limited to one (1) or more of the following: trip generation, peak hour volumes, store footage, number of parking spaces, or other such quantifiable measurements. This formula shall be developed jointly by the Department of Planning and Development and the Department of Transportation. The entity shall provide services that enhance traffic flow in the corridor including but not limited to a trolley to convey shoppers between developments, information to provide shoppers with alternate routes to corridor developments, and shall commit to a shared parking arrangement among entity members to minimize short vehicular trips between proximate developments.

8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements in the property shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of natural resources. The applicant shall design, construct and maintain all buildings located within this planned development to meet the minimum threshold standards of the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System by achieving L.E.E.D. certification.
13. The applicant recognizes the importance of reducing the quantity of stormwater entering the combined sewer system. The applicant will achieve a ten percent (10%) volume reduction of stormwater leaving the site based on the two (2) year storm event.
14. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and

approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

15. Unless substantial construction has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire. If this planned development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of the B5-1 General Service District.

[Existing Zoning Map; Existing Land-Use Map; Property Boundary Map; Site Plan; Landscape Plan; and Building Elevations referred to in these Plan of Development Statements printed on pages 30504 through 30509 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development Number _____.

Bulk Regulations And Data Table.

Net Site Area	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
225,127 square feet (5.16 acres)	0.75	Per approved Site Plan

Gross Site Area = Net Site Area (225,127 square feet) + Area in Adjoining Right-of-Way (64,665 square feet) = 289,792 square feet (6,653 acres)

Maximum Floor Area Ratio for Total Net Site Area:	0.75
Minimum Number of Off-Street Parking Spaces:	412 (including 2% handicapped)
Minimum Number of Off-Street Loading Berths:	4 (10 feet x 50 feet)
Maximum Percent of Site Coverage:	Per approved Site Plan
Minimum Required Building Setbacks:	Per approved Site Plan
Maximum Permitted Building Height:	Per approved Building Elevations

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS
5-I, 5-N, 8-F, 13-G, 13-I AND 16-N.

(Committee Meeting Held August 4, 2004)

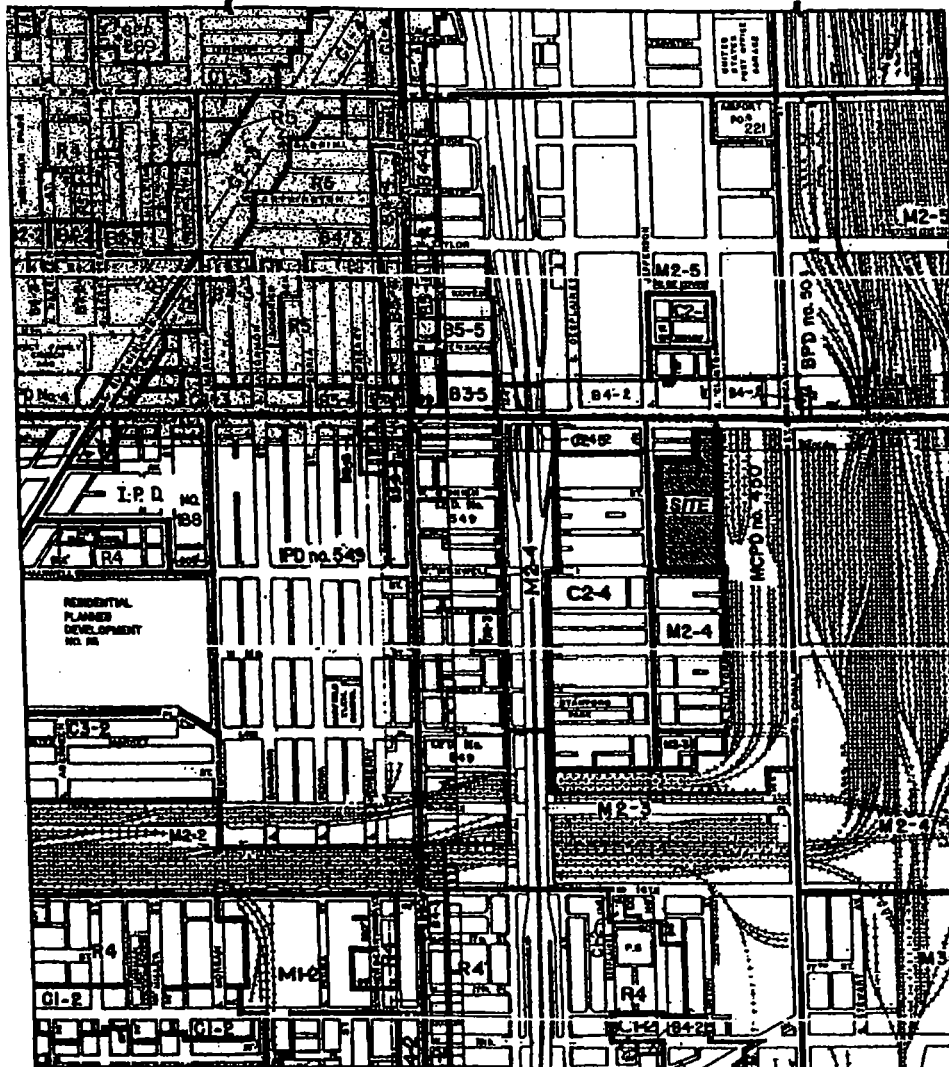
The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

(Continued on page 30510)

Existing Zoning Map.

**RESIDENCE DISTRICTS**

- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

- B1-1 TO B1-6 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-6 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-6 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-6 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-6 GENERAL SERVICE DISTRICTS

COMMERCIAL DISTRICTS

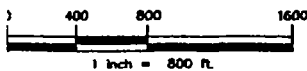
- C1-1 TO C1-6 RESTRICTED COMMERCIAL DISTRICT
- C2-1 TO C2-6 GENERAL COMMERCIAL DISTRICT
- C3-1 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICT
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-6 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-6 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-6 HEAVY MANUFACTURING DISTRICTS

PLANNED DEVELOPMENT

- IPD INDUSTRIAL PLANNED DEVELOPMENT
- SPD BUSINESS PLANNED DEVELOPMENT
- MPD MANUFACTURING PLANNED DEVELOPMENT
- RPD RESIDENTIAL PLANNED DEVELOPMENT

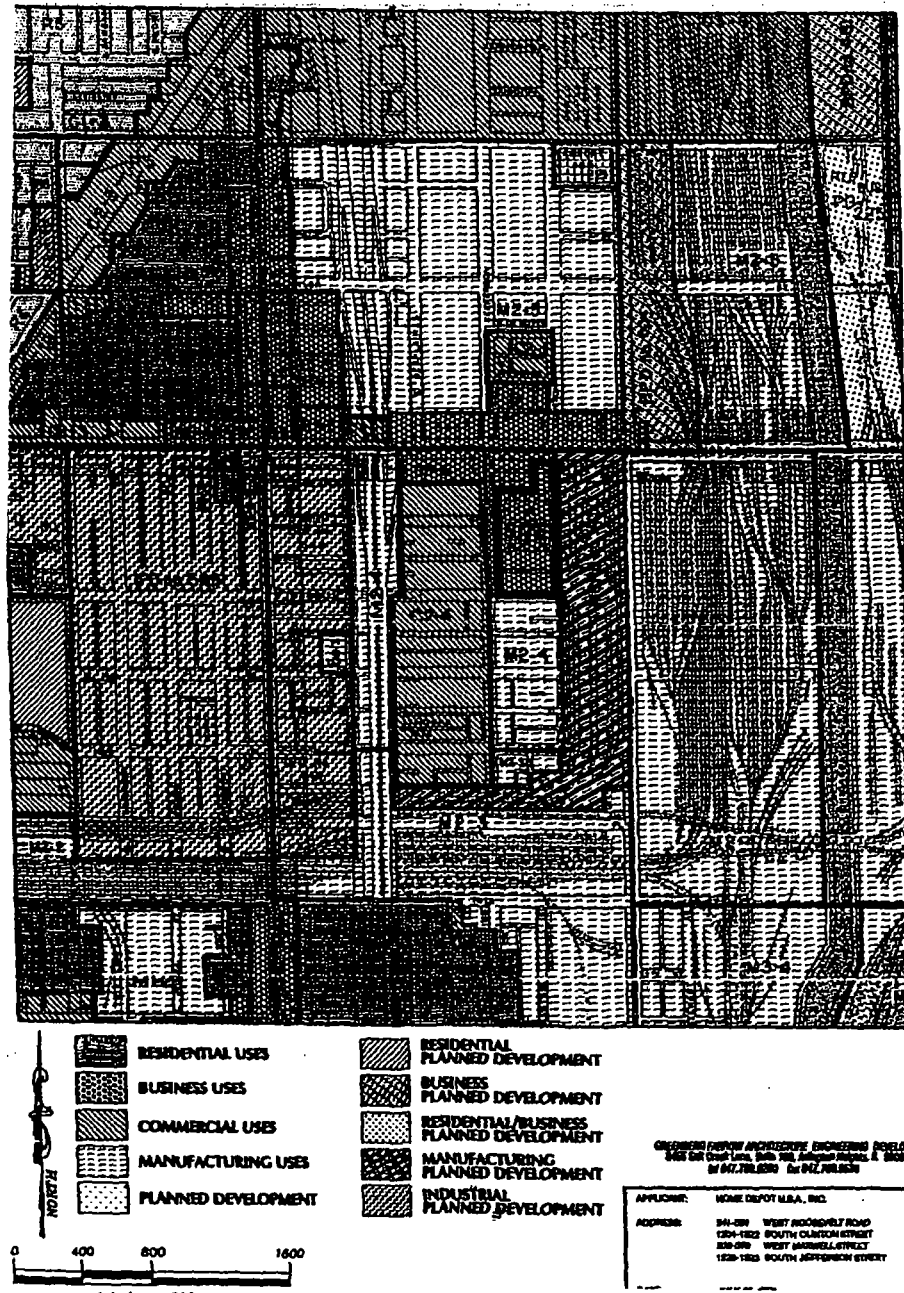


GREENBERG FARRAR ARCHITECTURE ENGINEERING DESIGNS
3423 East Grand Avenue, Suite 100, Arlington Heights, IL 60004
Tel 847.788.5000 Fax 847.788.5530

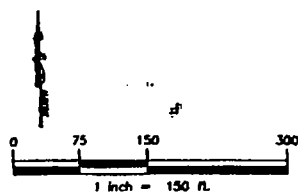
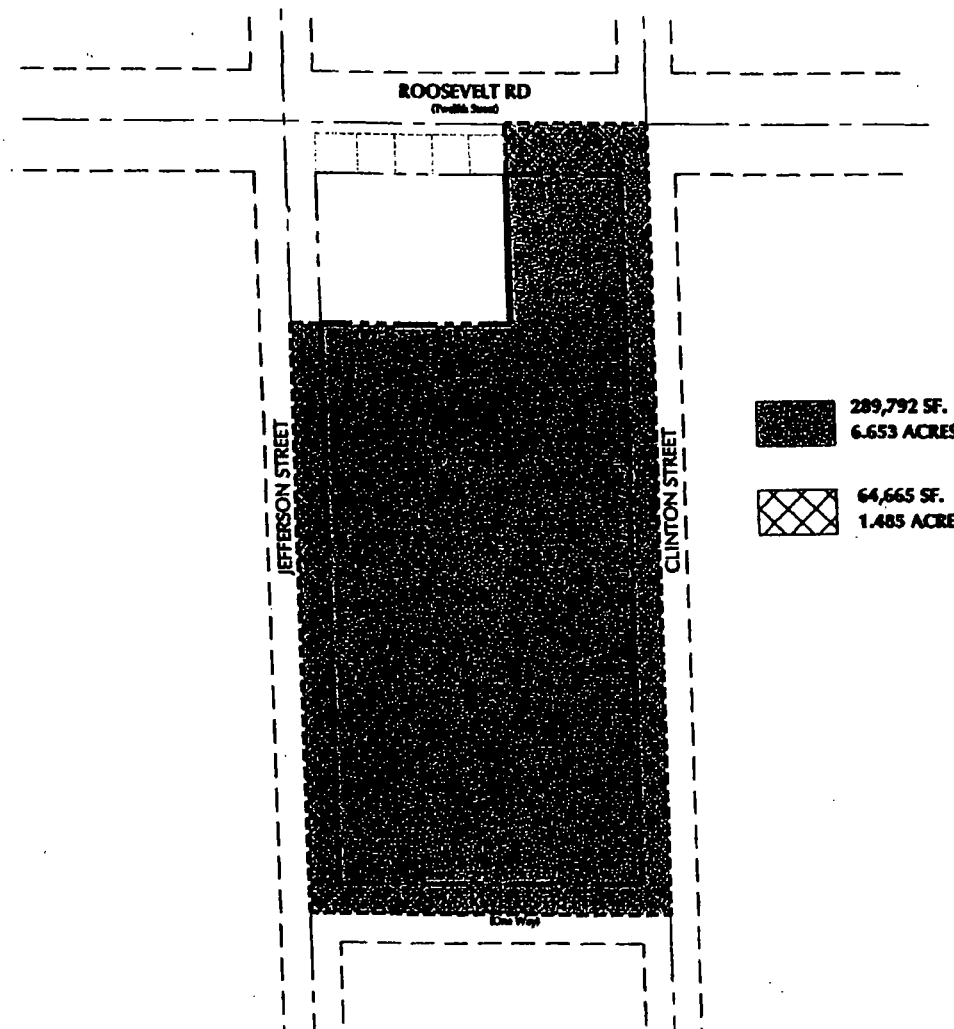
APPLICANT: HOME DEPOT U.S.A., INC.
ADDRESS: 541-801 WEST ROOSEVELT ROAD
1204-1222 SOUTH CLAYTON STREET
328-320 WEST MADISON STREET
1223-1225 SOUTH JEFFERSON STREET

DATE: JULY 23, 2003

Existing Land-Use Map.



Property Boundary Map.



LEGEND

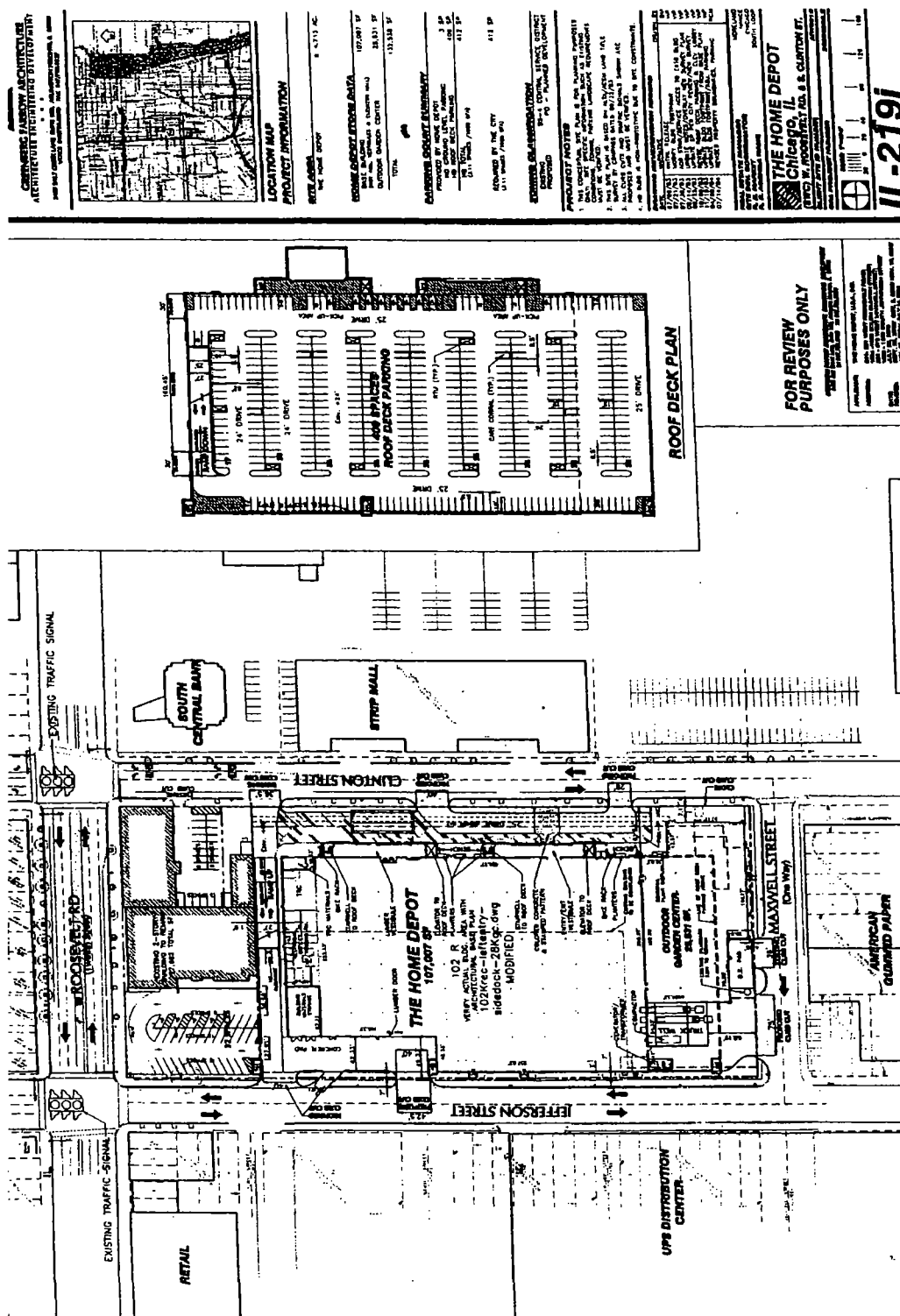
=====	=====
PROPERTY LINE	PLAN DEVELOPMENT LINE
TOTAL SITE NET AREA (TO PROPERTY LINES)	TOTAL SITE GROSS AREA (TO PLAN DEVELOPMENT LINES)
225,127 SQUARE FEET OR 5.1882 ACRES	289,792 SQUARE FEET OR 6.653 ACRES

GREENBERG FARRON ARCHITECTURE ENGINEERING PC
3405 East Cermak Lane, Suite 100, Arlington Heights, IL
Tel 847.708.8200 Fax 847.708.8250

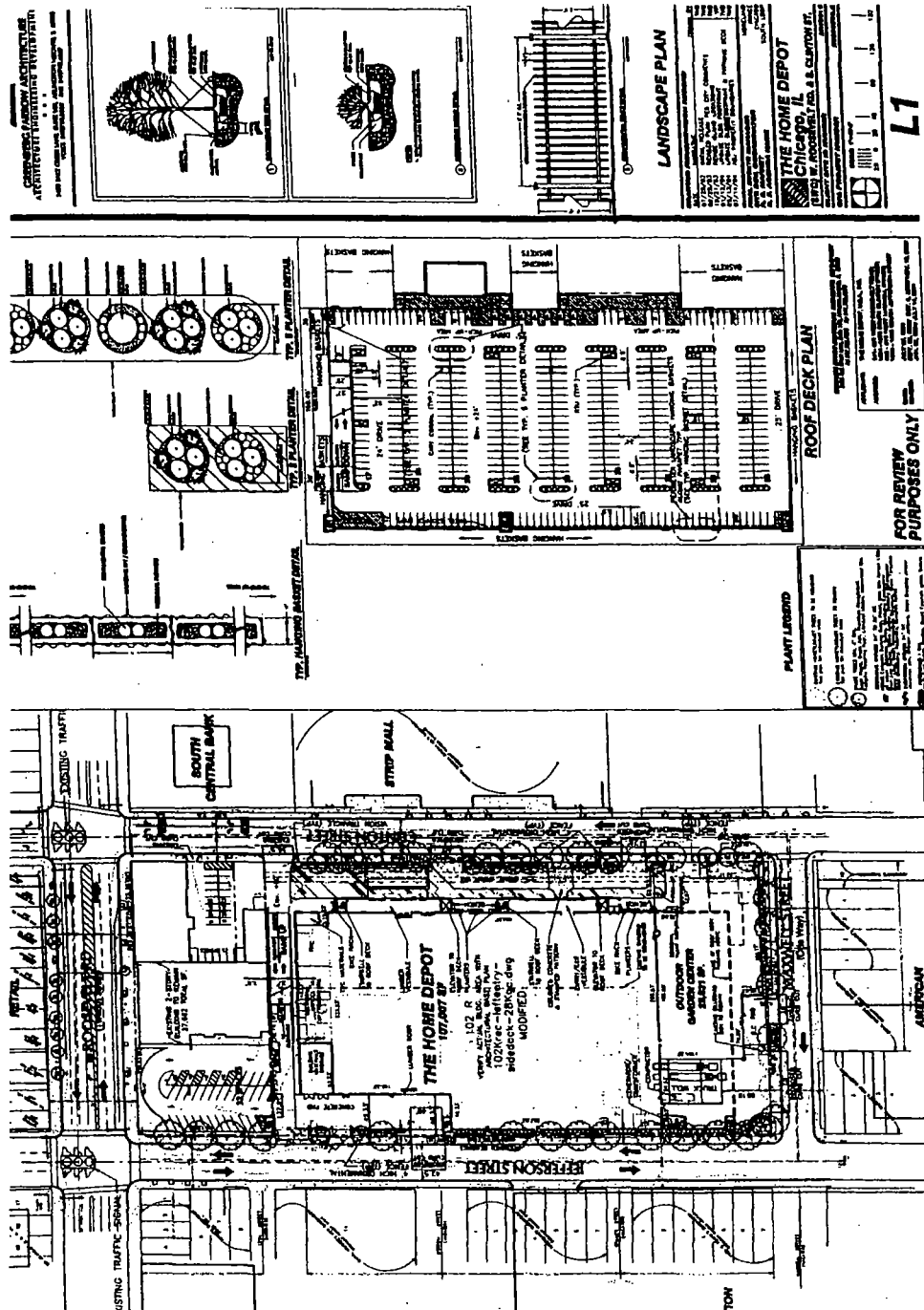
APPLICANT: NEMO DEPOT U.S.A., INC.
ADDRESS: 841-851 WEST ROOSEVELT ROAD
1304-1322 SOUTH CLINTON STREET
809-870 WEST MAXWELL STREET
1325-1333 SOUTH JEFFERSON STREET

DATE: JULY 25, 2003

Site Area.



Landscape Plan.

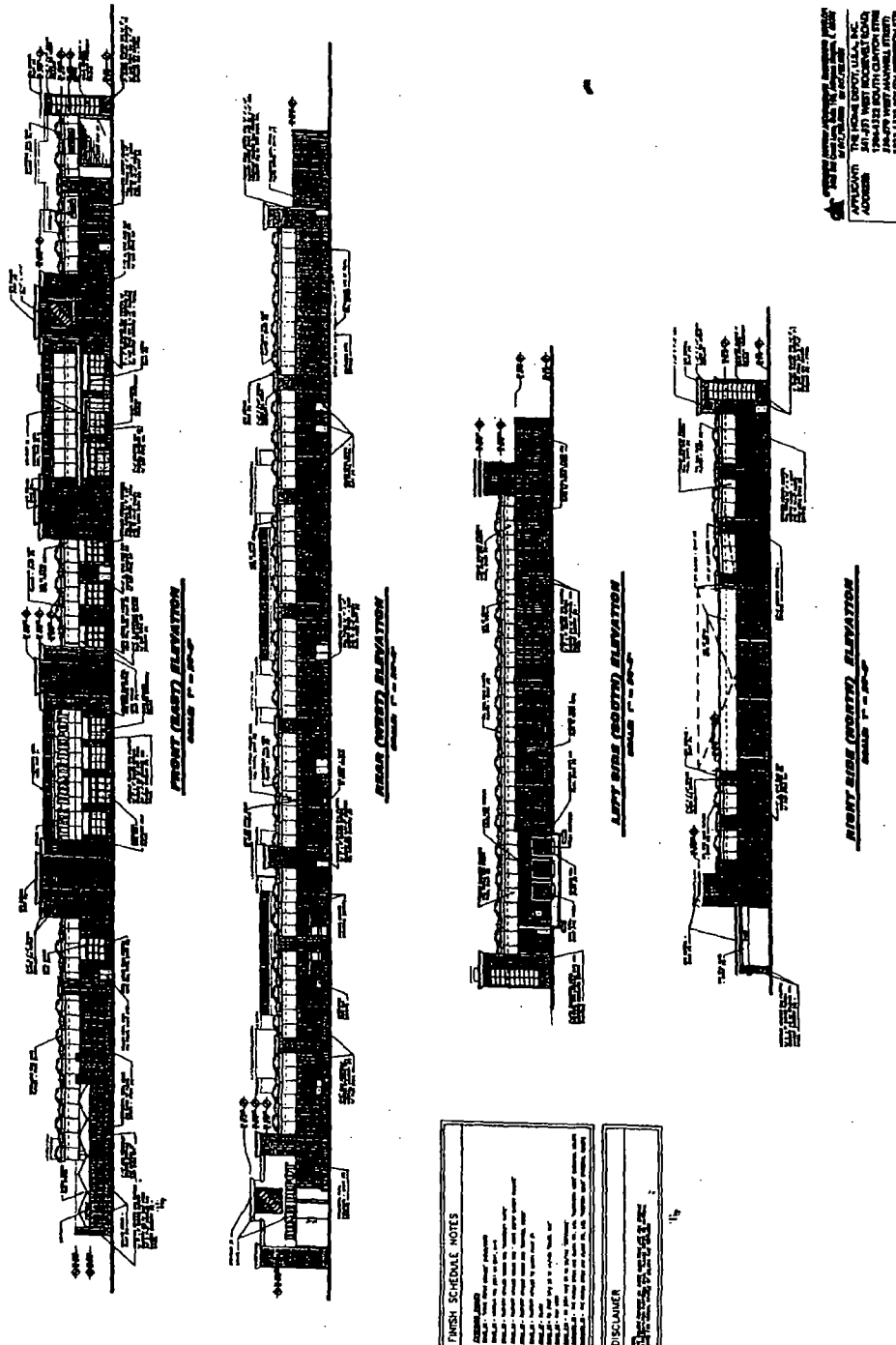


9/1/2004

REPORTS OF COMMITTEES

30509

Building Elevations.



(Continued from page 30503)

Reporting for your Committee on Zoning, for which a meeting was held on August 4, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twelve ordinances which were corrected and amended in their amended form. They are Application Numbers 14424, 14449, 14448, 14446, 14211, 14398, 14249, 13629, A-5561, A-5403, A-5448 and 14374. Application Numbers A-5544 and 14441 were withdrawn by the applicants.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure. Also, please let the record reflect that Alderman Ed Burke abstains from voting on Application Number 14416 and Alderman Pat O'Connor abstains from voting on Application Number 14412 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 14403)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbol and indications as shown on Map Number 5-I in the area bounded by:

the alley next north of and parallel to West Cortland Street; a line 312 feet east of and parallel to North Campbell Avenue; West Cortland Street; and a line 288 feet east of and parallel to North Campbell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-I.
(As Amended)
(Application Number 14424)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 5-I in the area bounded by:

North Stave Street; a line 173.06 feet southeast of the intersection of North California Avenue and North Stave Street, as measured from the southwesterly right-of-way line of North Stave Street and perpendicular thereto; and North California Avenue,

to those of a B2-3 Neighborhood Mixed-Use District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 5-N.
(Application Number 14425)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map Number 5-N in the area bounded by:

the alley next north of and parallel to West North Avenue; a line 59.25 feet east of and parallel to North Sayre Avenue; West North Avenue; and North Sayre Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect after its passage and due publication.

*Reclassification Of Area Shown On Map Number 8-F.
(Application Number 14447)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Local Retail District symbols as shown on Map Number 8-F in the area bounded by:

South Halsted Street; West 32nd Street; the alley next east of and parallel to South Halsted Street; and a line 25 feet south of and parallel to West 32nd Street, to those of a B4-2 Restricted Service District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 13-G.
(As Amended)
(Application Number 14408)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, is hereby amended by changing all of the R4 General Residence District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 90 feet north of West Winona Street; the alley next east of and parallel to North Kenmore Avenue; a line 40 feet north of West Winona Street; and North Kenmore Avenue, to those of a B1-3 Local Retail District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 13-I.
(Application Number 14418)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 13-I in the area bounded by:

a line 539.14 feet north of and parallel to West Ainslie Street; North Western Avenue; a line 381 feet north of and parallel to West Ainslie Street; the alley next east of North Lincoln Avenue; a line 512.29 feet north of and parallel to West Ainslie Street; and a line 148 feet west of and parallel to North Western Avenue,

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 16-N.
(Application Number 14410)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 16-N in the area bounded by:

West 64th Place; South Oak Park Avenue; a line 133.3 feet south of and parallel to West 64th Place; and South New England Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 16-N.
(Application Number 14411)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 16-N in the area bounded by:

a line 133.3 feet north of and parallel to West 65th Street; South Oak Park Avenue; West 65th Street; and South New England Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREAS SHOWN ON MAP NUMBERS 4-E, 5-K,
7-I AND 12-J.

(Committee Meeting Held August 4, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 4, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twelve ordinances which were corrected and amended in their amended form. They are Application Numbers 14424, 14449, 14448, 14446, 14211, 14398, 14249, 13629, A-5561, A-5403, A-5448 and 14374. Application Numbers A-5544 and 14441 were withdrawn by the applicants.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure. Also, please let the record reflect that Alderman Ed Burke abstains from voting on Application Number 14416 and Alderman Pat O'Connor abstains from voting on Application Number 14412 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to these ordinances in previous and unrelated matters.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number 14398)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Planned Development Number 883 symbols and indications shown on Map Number 4-E in the area bounded by:

that part of the lands of the Illinois Central Railroad Company in fractional Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

commencing on the westerly right-of-way line of said railroad at the intersection of said line with the northerly line of the 23rd Street viaduct, said northerly line being 60 feet (measured perpendicularly) northerly of and parallel with the centerline of the existing structure, and running thence north 16 degrees, 37 minutes, 38 seconds west along said westerly right-of-way line, a distance of 1,500.00 feet; thence north 73 degrees, 22 minutes, 22 seconds east, parallel with said northerly line of the 23rd Street viaduct, a distance of 151.94 feet; thence north 16 degrees, 40 minutes, 13 seconds west, a distance of 54.90 feet; thence northwardly along the arc of a circle convex to the east, tangent to the last described straight line with a radius of 1,024.30 feet; the chord of said arc having a bearing of north 19 degrees, 33 minutes, 43 seconds west, a distance of 103.39 feet; thence north 22 degrees, 27 minutes, 12 seconds west along a straight line, tangent to the last described arc of a circle, a distance of 204.89 feet; thence northwardly along the arc of a circle convex to the west, tangent to the last described straight line, with a radius of 1,570.45 feet, the chord of said arc having a bearing of north 19 degrees, 29 minutes, 25 seconds west, a distance of 162.44 feet; thence north 16 degrees, 31 minutes, 37 seconds west along a straight line tangent to the last described arc of a circle, a distance of 226.70 feet; thence northwesterly 59.67 feet along the arc of a circle, tangent

to the last described course, convex easterly, having a radius of 1,872.52 feet and whose chord bears north 17 degrees, 29 minutes, 32 seconds west 59.67 feet to the point of beginning for that part hereinafter described; thence northwesterly 129.92 feet along the arc of a circle, convex easterly, having a radius of 1,872.52 feet and whose chord bears north 20 degrees, 23 minutes, 35 seconds west 129.90 feet to the eastward extension of the north line of East 18th Street; thence south 89 degrees, 58 minutes, 14 seconds west along said eastward extension, a distance of 114.82 feet to the said westerly right-of-way line of railroad; thence south 16 degrees, 42 minutes, 49 seconds east along said westerly right-of-way line, a distance of 162.62 feet to the point of intersection of said westerly right-of-way line of railroad with line drawn 2,310.26 feet northerly of and parallel with the northerly line of the 23rd Street viaduct; thence north 73 degrees, 16 minutes, 26 seconds east, 118.32 feet to the point of beginning, in Cook County, Illinois; and that part of the lands of the Illinois Central Railroad Company in fractional Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

commencing on the westerly right-of-way line of said railroad at the intersection of said line with the northerly line of the 23rd Street viaduct, said northerly line being 60 feet (measured perpendicularly) northerly of and parallel with the centerline of the existing structure, and running thence north 16 degrees, 37 minutes, 38 seconds west along said westerly right-of-way line, a distance of 1,500.00 feet; thence north 73 degrees, 22 minutes, 22 seconds east parallel with said northerly line of the 23rd Street viaduct, a distance of 151.94 feet; thence north 16 degrees, 40 minutes, 13 seconds west a distance of 54.90 feet; thence northwardly along the arc of a circle convex to the east, tangent to the last described straight line with a radius of 1,024.30 feet, the chord of said arc having a bearing of north 19 degrees, 33 minutes, 43 seconds west, a distance of 103.39 feet; thence north 22 degrees, 27 minutes, 12 seconds west along a straight line, tangent to the last described arc of a circle, a distance of 204.89 feet; thence northwardly along the arc of a circle convex to the west, tangent to the last described straight line, with a radius of 1,570.45 feet, the chord of said arc having a bearing of north 19 degrees, 29 minutes, 25 seconds west, a distance of 162.44 feet; thence north 16 degrees, 31 minutes, 37 seconds west along a straight line tangent to the last described arc of a circle, a distance of 226.36 feet to the point of beginning for that part hereinafter described; thence south 73 degrees, 16 minutes, 26 seconds west 119.13 feet to the said westerly right-of-way line of railroad; thence north 16 degrees, 42 minutes, 49 seconds west, along said westerly right-of-way line, 60.00 feet to the point of intersection of said westerly right-of-way line with a line drawn 2,310.26 feet northerly of and parallel with the northerly line of the 23rd Street viaduct; thence north 73 degrees, 16 minutes, 26 seconds east 118.32 feet; thence southeasterly 59.67 feet along the arc of

a circle, convex easterly, having a radius of 1,872.52 feet and whose chord bears south 17 degrees, 29 minutes, 32 seconds east 59.67 feet; thence south 16 degrees, 31 minutes, 37 seconds east 0.34 feet to the point of beginning, in Cook County, Illinois; and that part of the lands of the Illinois Central Railroad Company in fractional Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of Lot 14 in Block 11 of Culver and Others Subdivision of the southwest quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of Lot AA in A. B. Meeker's Addition to Chicago, a subdivision of Sublots 5 and 6 in C. M. Clark's Subdivision of Lots 51 and 56 and then north 55 feet of Lots 52 and 55 in Block 10 in Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, together with the south 62 feet of Lots 52 and 55 in said Block 10 of Assessor's Division, according to the plat thereof recorded April 29, 1872 as Document Number 27407, together with that part of Lot 1, lying east of South Calumet Avenue, in Block 5 in William Jones' Addition to Chicago, a subdivision of part of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded May 18, 1875 as Document Number 86039, all taken as a tract and bounded and described as follows:

commencing on the westerly right-of-way line of said railroad at the intersection of said line with the northerly line of the 23rd Street viaduct, said northerly line being 60 feet (measured perpendicularly) northerly of and parallel with the centerline of the existing structure, and running thence north 16 degrees, 37 minutes, 38 seconds west along said westerly right-of-way line, a distance of 1,500.00 feet; thence north 73 degrees, 22 minutes, 22 seconds east parallel with said northerly line of the 23rd Street viaduct, a distance of 151.94 feet; thence north 16 degrees, 40 minutes, 13 seconds west a distance of 54.90 feet; thence northwardly along the arc of a circle convex to the east, tangent to the last described straight line, with a radius of 1,024.30 feet, the chord of said arc having a bearing of north 19 degrees, 33 minutes, 43 seconds west, a distance of 103.39 feet; thence north 22 degrees, 27 minutes, 12 seconds west along a straight line, tangent to the last described arc of a circle, a distance of 204.89 feet; thence northwardly along the arc of a circle convex to the west, tangent to the last described straight line, with a radius of 1,570.45 feet, the chord of said arc having a bearing of north 21 degrees, 32 minutes, 08 seconds west, a distance of 50.31 feet to the point of beginning for that part hereinafter described; thence northwardly along the arc of a circle convex to the west, with a radius of 1,570.45 feet, the chord of said arc having a bearing of north 18 degrees, 34 minutes, 20 seconds west, a distance of 112.23 feet; thence north 16 degrees,

31 minutes, 37 seconds west along a straight line tangent to the last described arc of a circle, a distance of 226.36 feet; thence south 73 degrees, 16 minutes, 26 seconds west 121.13 feet to the west line of said Lot AA being also the easterly line of South Calumet Avenue; thence south 16 degrees, 42 minutes, 49 seconds east, along said easterly line, 218.34 feet; thence southerly 57.16 feet along said easterly line, being the arc of a circle convex to the east, having a radius of 195.00 feet and whose chord bears south 08 degrees, 18 minutes, 59 seconds east 56.95 feet; thence south 00 degrees, 04 minutes, 52 seconds west, along said easterly line, aforesaid, 66.57 feet; thence north 73 degrees, 16 minutes, 26 seconds east 151.58 feet to the point of beginning, in Cook County, Illinois,

to the designation of Residential Planned Development Number 883, as amended, which is hereby established in the area described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

*Residential Planned Development
Number 883, As Amended,*

Plan of Development Statements.

1. The area delineated herein as Residential Planned Development Number 883, as amended, consists of approximately sixty-six thousand one hundred nine (66,109) square feet (one and fifty-two hundredths (1.52) acres) and is owned or controlled by the applicant, Central Station, L.L.C.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors. All rights granted hereunder to the applicant shall

inure to the benefit of the applicant's successors and assigns and, if different than the applicant, then to the owners of record title to all of the property and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners, the board of directors of any property owners association, or a covenant binding property owners, may designate the authorized party for any future amendment, modification or change.

4. This Plan of Development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map -- Subareas A, B and C; a Site Plan -- Subareas A, B and C; a Site Plan -- Subareas A and B; a Site Plan -- Subarea C; Subarea A Conceptual Park Plan; a Landscape Plan -- Subareas A, B and C; a Landscape Plan -- Subareas A and B; a Landscape Plan -- Subarea C; a Plant List; Building Elevation -- West Elevation; Building Elevation -- East Elevation; Building Elevation -- North Elevation; Building Elevation -- South Elevation; and Site Section dated July 15, 2004 prepared by Pappageorge Haymes Architects. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply.
5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development": Subarea A: public open space and related uses; Subarea B: public space improved with access ramp and related uses; Subarea C: multi-family dwelling units in one (1) elevator building, attached townhomes, convenience retail uses on ground level, accessory parking and related uses. Residential use is expressly permitted below the second (2nd) floor.
6. Identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Ingress and egress shall be subject to the review and approval of the

Department of Transportation and the Department of Planning and Development. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standard for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.

8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements on the property shall be designed, installed and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Garbage cans shall be stored indoors in garages and said requirement shall be expressly stated in the condominium documents for each townhome unit. The applicant agrees at applicant's sole cost to improve Subarea A as a public passive open space pursuant to a design to be mutually agreed upon by the applicant and the Chicago Park District. The applicant shall level, seed and/or sod Subarea A and shall install trees and landscaping materials to create a passive open space. The applicant agrees to dedicate Subarea A as improved with a passive open space to the Chicago Park District at the time of the issuance of the first certificate of occupancy for a dwelling unit within the high-rise tower to be constructed on Subarea C (weather and planting conditions permitting). Provided that the applicant dedicates the public open space area identified as Subarea A and Lakefront access area identified as Subarea B to the Chicago Park District or a similar agency, then the square footage of the dedicated areas shall be applied towards the open space and open space fee requirements for the development.
11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this planned development by the Commissioner of the Department of Planning

and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System.
13. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
14. Unless substantial construction of the improvements has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of Subarea C of the property shall automatically revert to the pre-existing R6 General Residence District.

[Existing Land-Use Map and Subarea A Conceptual Park Plan
referred to in these Plan of Development Statements
unavailable at time of printing.]

[Existing Zoning Map; Planned Development Boundary and Property
Line Map; Site Plans; Landscape Plans; Building Elevations; and
Site Section referred to in these Plan of Development
Statements printed on pages 30526 through 30537
of this *Journal*.]

Bulk Regulations and Data Table and Plant List referred to in these Plan of Development Statements read as follows:

Bulk Regulations And Data Table.

	Subarea A	Subarea B	Subarea C	Area Total
Net Site Area (square feet)	16,709	7,148	42,252	66,109
Net Site Area (acre)	0.38	0.16	0.97	1.52
Gross Site Area (square feet)	22,227	9,113	53,607	84,947
Gross Site Area (acre)	0.51	0.21	1.23	1.95
Maximum Floor Area Ratio:				4.50
Maximum Number of Units:			248	248
Minimum Number of Parking Spaces:*			256	256
Maximum Permitted Building Height:			Per Approved Building Elevations	
Maximum Site Coverage:			Per Approved Site Plan	
Minimum Periphery Setbacks:			Per Approved Site Plan	
Permitted Uses:			As Per Statement Number 5	

* 2:1 For Townhomes, 1:1 for Tower

9/1/2004

REPORTS OF COMMITTEES

30525

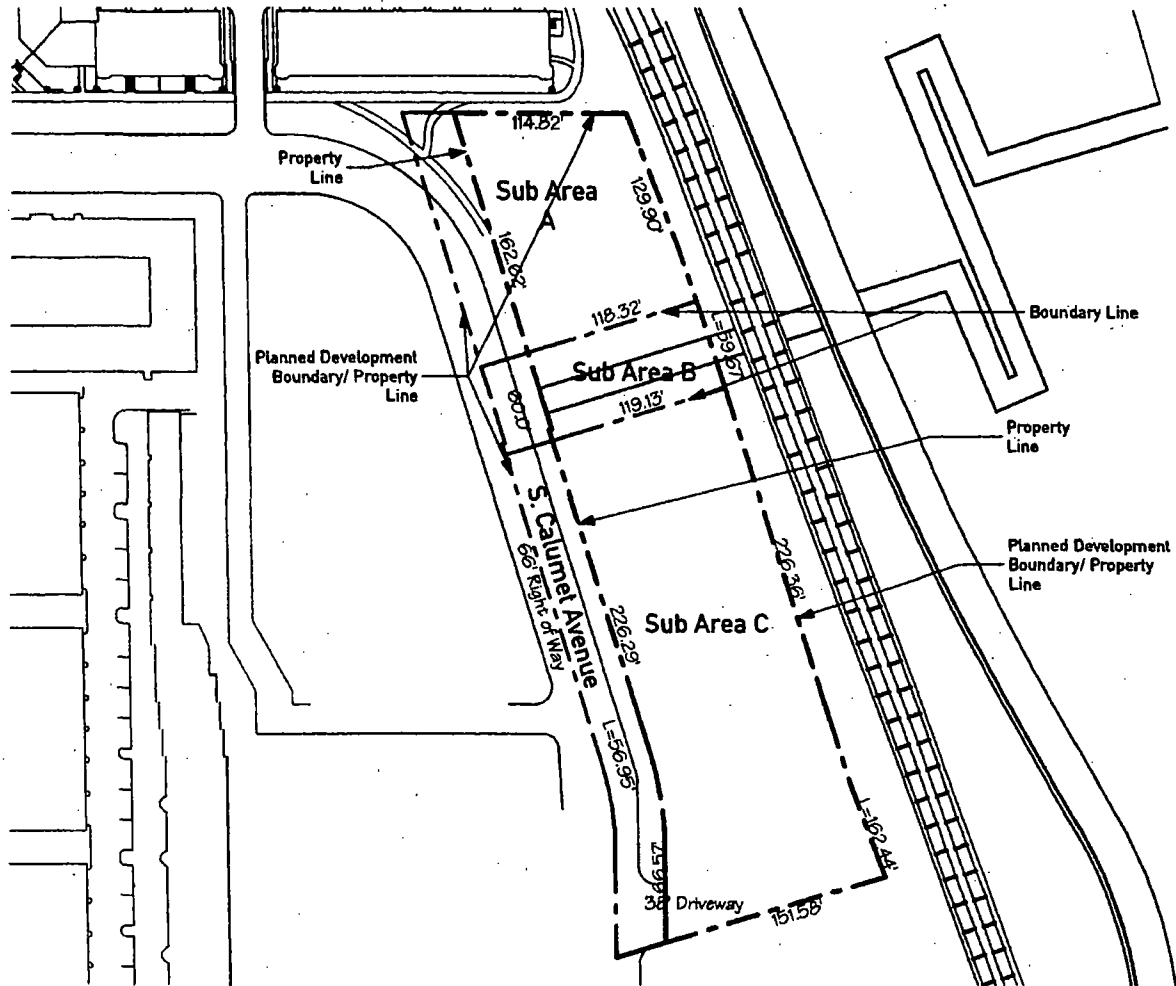
Plant List.

Type	Size	Spacing	Remarks
Shade Tree	4 inch caliper minimum	25 feet U.N.O.	See Below
Container Tree	2 inch caliper	Per Plan	See Below
Shrub	2 feet wide by 3 feet high	Per Plan	See Below

Species

Type	Botanic Name	Common Name
Tree	Acer Platanoides	Norway Maple
	Acer Saccharum	Sugar Maple
	Acer Rubrum	Red Maple
	Celtis Occidentalis	Hackberry
	Fraxinus Pennsylvanica	Green Ash
	Gleditsia Triacanthos	Thornless Honeylocust
	Tilia Cordata	Littleleaf Linden
Shrub	Buxus Microphylla Kor.	Dwarf Korean Boxwood
	Contoneaster Apiculata	Cranberry Contoneaster
	Ribes Alpinum	Alpine Currant
	Spirea Japonica	Japanese Spirea
	Viburnum Carlesii (comp.)	Dwarf Koreanspice V.I.B.

Planned Development Boundary
And Property Line Map --
Subareas A, B And C.



PLANNED DEVELOPMENT BOUNDARY
AND PROPERTY LINE MAP - SUB AREAS A, B, & C

Scale: 1"=100'-0"

APPLICANT: CENTRAL STATION L.L.C.

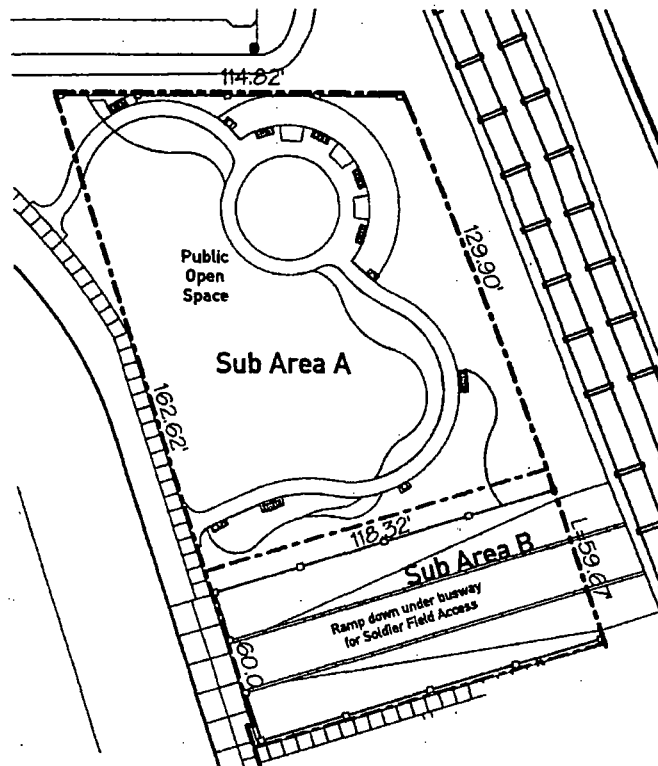
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Chicago, Illinois

DATE: July 15, 2004 (revised)

V2



Site Plan -- Subareas A, And B.



SUB AREAS A & B

Site Plan
Scale: 1"=50'-0"

APPLICANT: CENTRAL STATION L.L.C.

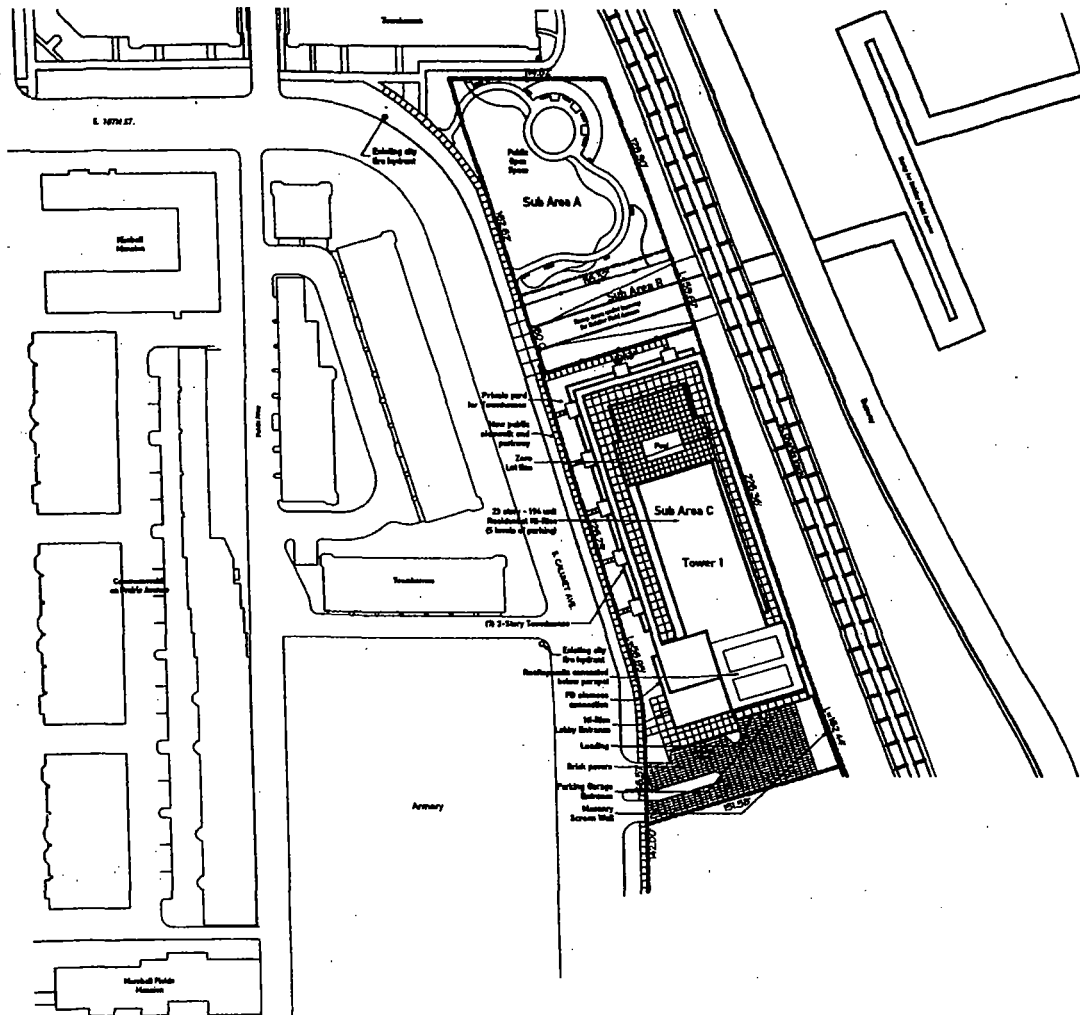
ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

DATE: July 15, 2004 (revised)

V2



Site Plan -- Subareas A, B And C.



SUB AREAS A, B, & C

APPLICANT: CENTRAL STATION L.L.C.

ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

DATE: July 15, 2004 (revised)

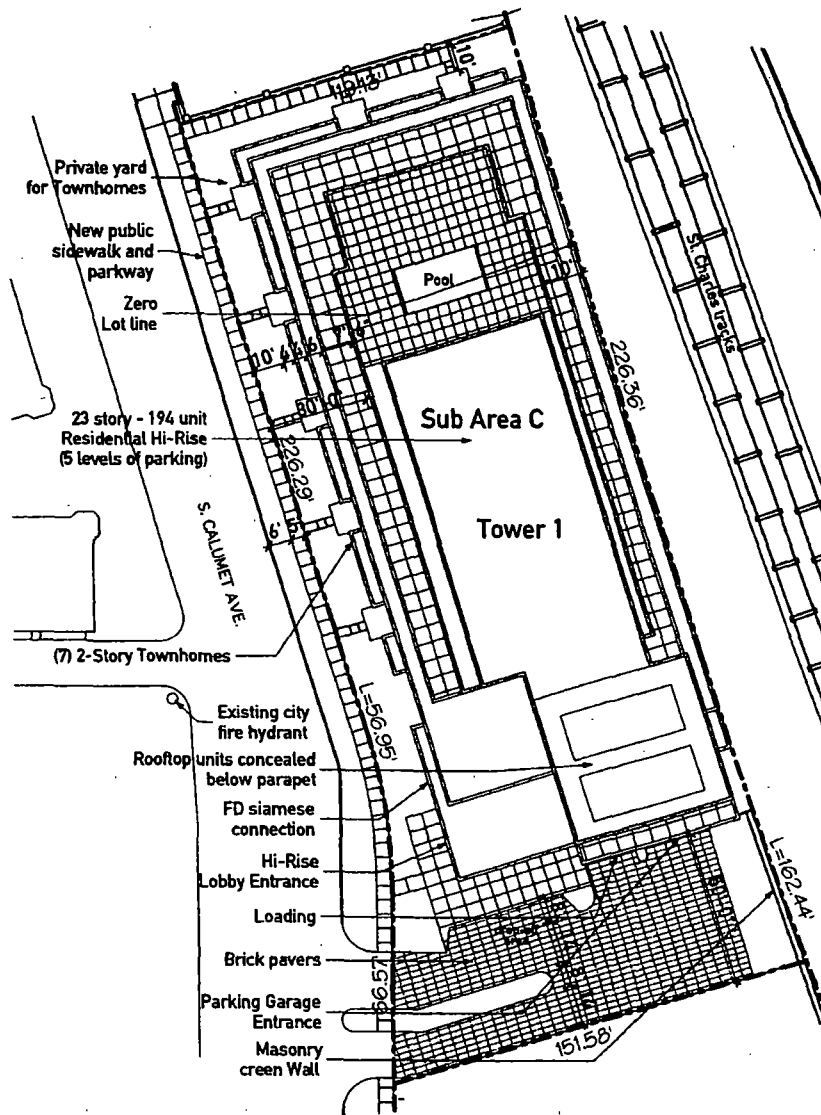
Site Plan

Scale: 1"=100'-0"



V2

Site Plan -- Subarea C.



SUB AREA C

APPLICANT: CENTRAL STATION L.L.C.

ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

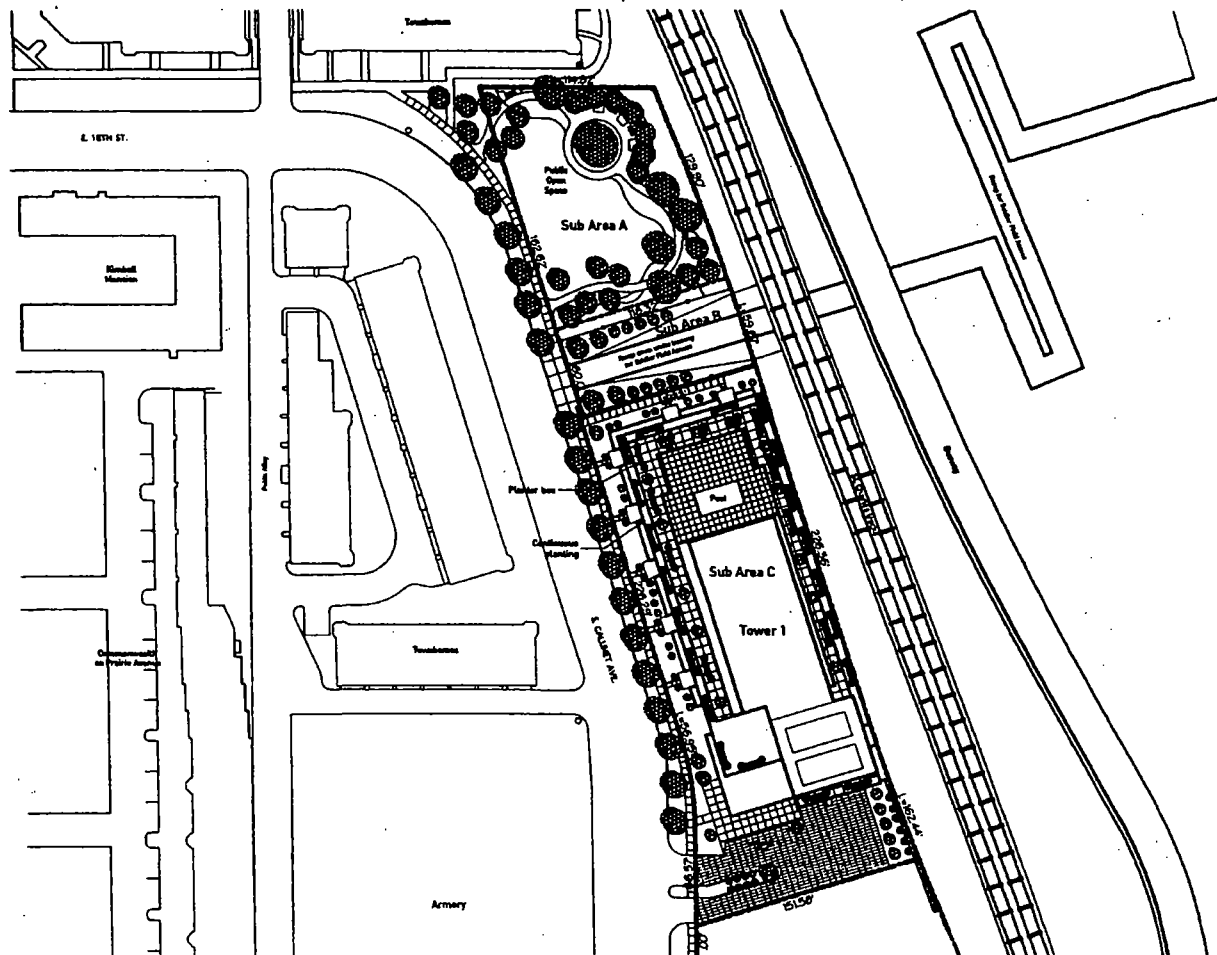
DATE: July 15, 2004 (revised)

Site Plan
Scale: 1"=50'-0"



V2

Landscape Plan -- Subareas A, B And C.



SUB AREAS A, B, & C

Landscape Plan
Scale: 1"=100'-0"

APPLICANT: CENTRAL STATION L.L.C.

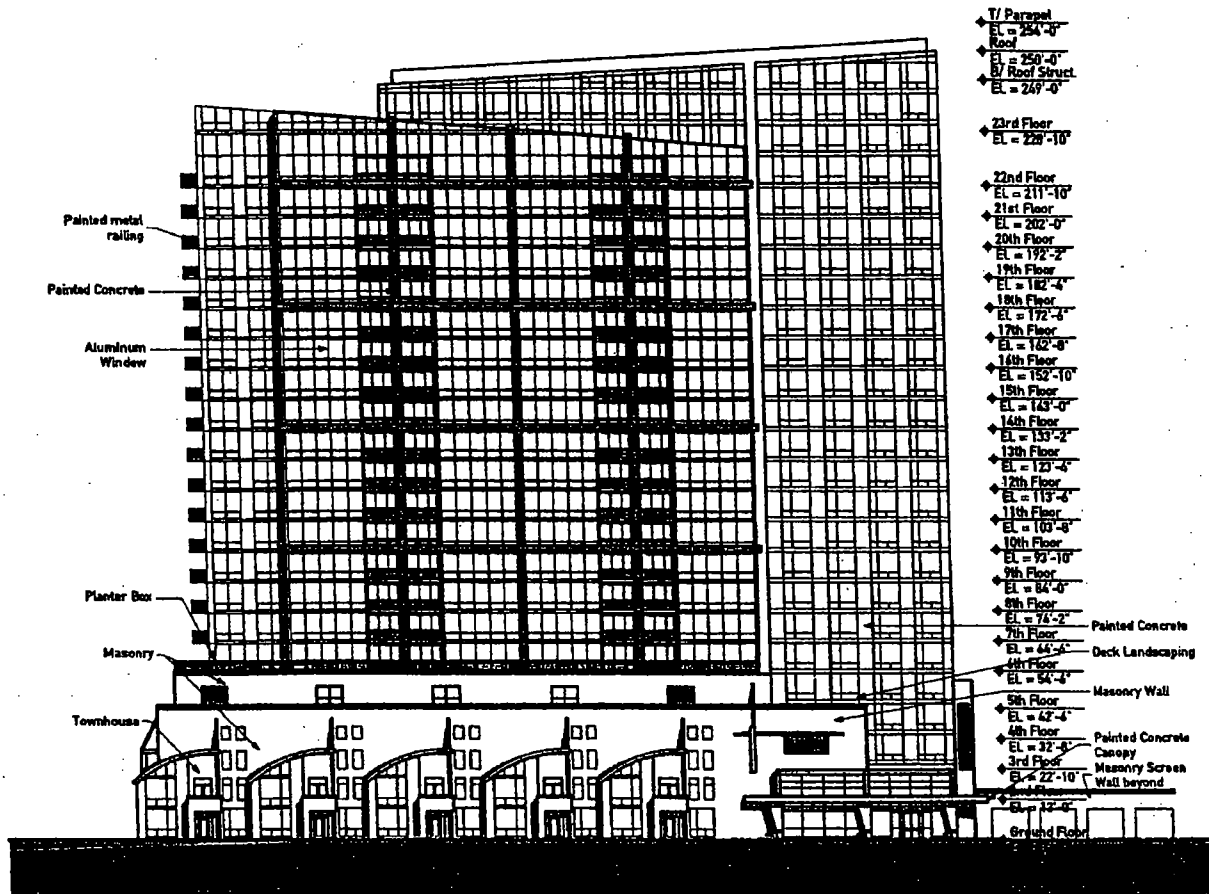
ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

DATE: July 15, 2004 (revised)

V2



Building Elevation -- West Elevation.

BUILDING ELEVATION
WEST ELEVATION

Scale: 1"=50'-0"

APPLICANT: CENTRAL STATION L.L.C.

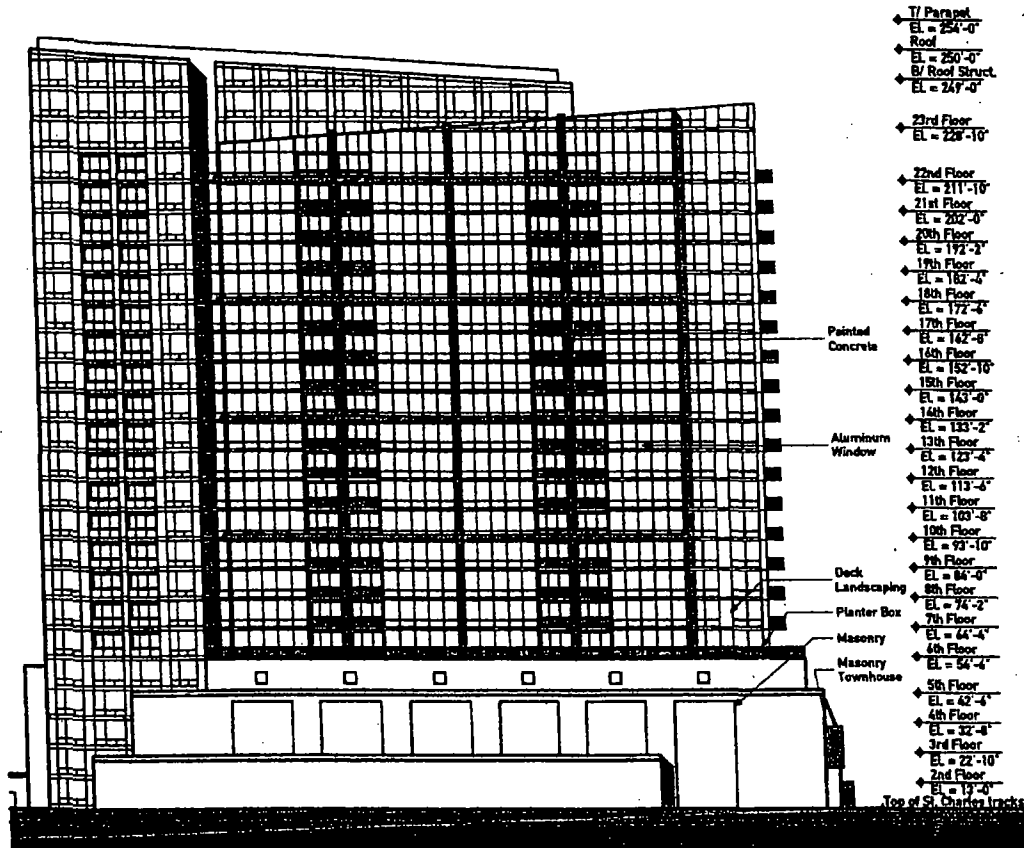
ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

DATE: July 15, 2004 (revised)

V2



Building Elevation -- East Elevation.

BUILDING ELEVATION
EAST ELEVATION

Scale: 1"=50'-0"

APPLICANT: CENTRAL STATION L.L.C.

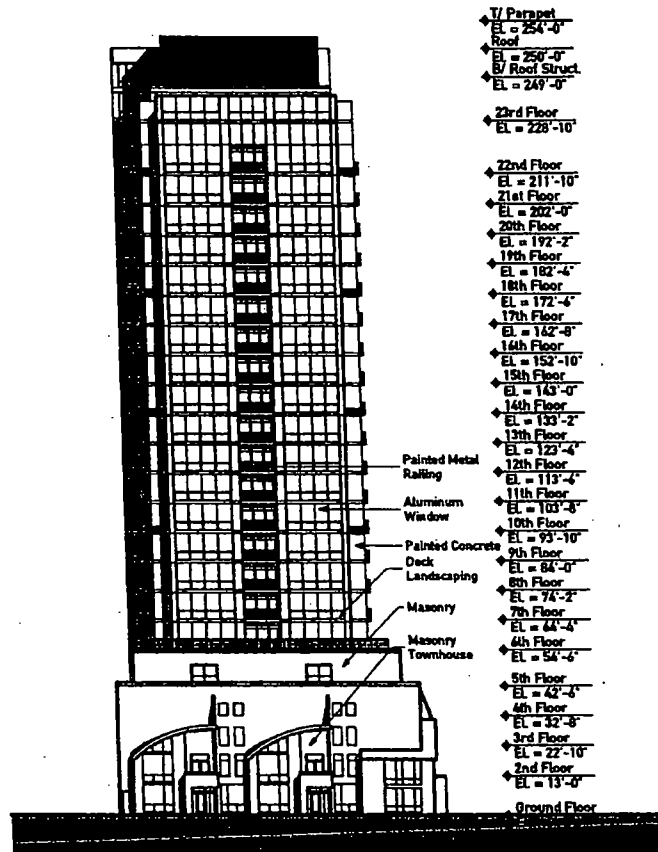
ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

DATE: July 15, 2004 (revised)

V2



Building Elevation -- North Elevation.

BUILDING ELEVATION
NORTH ELEVATION

Scale: 1"=50'-0"

APPLICANT: CENTRAL STATION L.L.C.

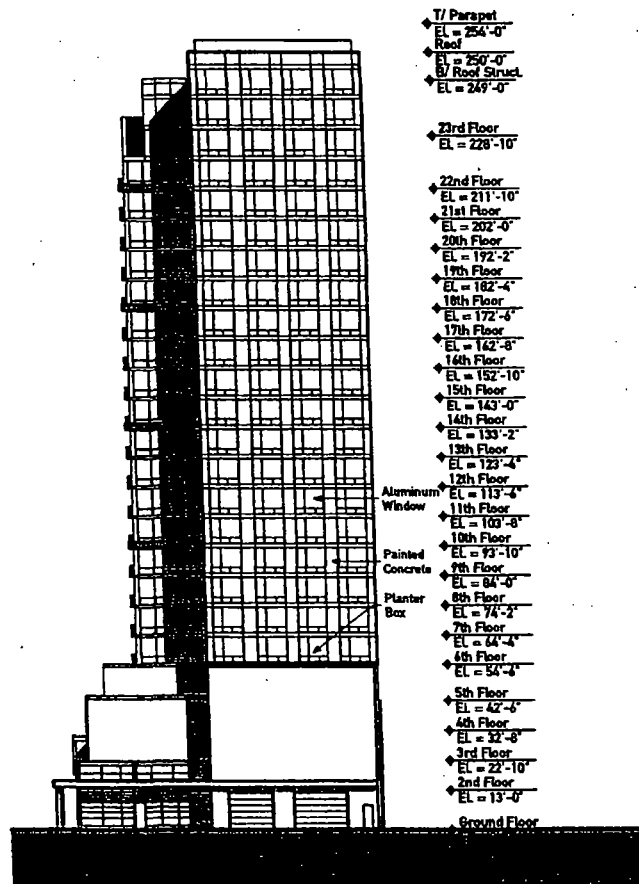
ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

DATE: July 15, 2004 (revised)

V2



Building Elevation -- South Elevation

BUILDING ELEVATION
SOUTH ELEVATION

Scale: 1"=50'-0"

APPLICANT: CENTRAL STATION L.L.C.

ADDRESS: 1801-1901 South Calumet Avenue
Chicago, Illinois

DATE: July 15, 2004 (revised)

V2



Reclassification Of Area Shown On Map Number 5-K.
(Application Number A-5497)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B5-1 General Service District symbols and indications as shown on Map Number 5-K in the area bounded by:

a line 850 feet north of West Grand Avenue (as measured along the east line of North Kilbourn Avenue) or a line 1,156 feet north of West Grand Avenue (as measured along the west line of North Kostner Avenue) or the south line of the C.M. & S.P. Railroad right-of-way line; North Kostner Avenue; West Grand Avenue; and North Kilbourn Avenue,

to those of a B2-1 Restricted Retail District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-I.
(As Amended)
(Application Number A-5403)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R5 and R4 General Residence District symbols and indications on Map Number 7-I in the areas bounded by:

a line 67 feet west of and parallel to North Troy Street; the public alley next north of and parallel to West Logan Boulevard; North Troy Street; and West Logan Boulevard; and

a line 148.7 feet west of and parallel to North Albany Avenue; the public alley next north of and parallel to West Logan Boulevard; North Albany Avenue; and West Logan Boulevard; and

a line 108 feet east of and parallel to North Albany Avenue; the public alley next north of and parallel to West Logan Boulevard; a line 60 feet west of and parallel to North Whipple Street; and West Logan Boulevard; and

North Whipple Street; the public alley next north of and parallel to West Logan Boulevard; North Sacramento Avenue; the public alley next north of and parallel to West Logan Boulevard; North Richmond Street; and West Logan Boulevard; and

North Francisco Avenue; the public alley next north of and parallel to West Logan Boulevard; a line 95 feet west of and parallel to North Mozart Street; and West Logan Boulevard; and

North Mozart Street; the public alley next north of and parallel to West Logan Boulevard; a line 133.83 west of North California Avenue; and West Logan Boulevard; and

a line 48.9 feet east of and parallel to North California Avenue; the public alley next north of and parallel to West Logan Boulevard; North Fairfield Avenue; and West Logan Boulevard; and

a line 48.9 feet east of and parallel to North Fairfield Avenue; the public alley next north of and parallel to West Logan Boulevard; a line 36.9 feet west of and parallel to North Washtenaw Avenue; and West Logan Boulevard; and

North Washtenaw Avenue; the public alley next north of and parallel to West Logan Boulevard; a line 96.9 feet west of and parallel to North Talman Avenue; and West Logan Boulevard; and

a line 29.9 feet east of and parallel to North Talman Avenue; the public alley next north of and parallel to West Logan Boulevard; a line 120.9 feet west of and parallel to North Rockwell Street; and West Logan Boulevard; and

a line 48.9 feet east of and parallel to North Rockwell Street; the public alley next north of and parallel to West Logan Boulevard; the northwesterly line of North Avondale Avenue; North Maplewood Avenue; a line 101.1 feet north of and parallel to West Logan Boulevard; a line 48.9 feet east of and parallel to North Maplewood Avenue; and West Logan Boulevard; and

a line 49 feet east of and parallel to North Campbell Avenue; West Logan Boulevard; a line 97 feet west of and parallel to North Artesian Avenue; and the public alley next south of parallel to West Logan Boulevard; and

North Rockwell Street; West Logan Boulevard; North Maplewood Avenue; and the public alley next south of and parallel to West Logan Boulevard; and

a line 72.9 feet east of and parallel to North California Avenue; West Logan Boulevard; a line 32.87 west of and parallel to North Rockwell Street; and the public alley next south of and parallel to West Logan Boulevard; and

North Mozart Street; West Logan Boulevard; a line 42.5 feet west of and parallel to North California Avenue; and the public alley next south of and parallel to West Logan Boulevard; and

a line 31.25 feet east of and parallel to North Francisco Avenue; West Logan Boulevard; a line 50 feet west of and parallel to North Mozart Street; and the public alley next south of and parallel to West Logan Boulevard; and

North Richmond Street; West Logan Boulevard; a line 26.5 feet west of and parallel to North Francisco Avenue; and the public alley next south of and parallel to West Logan Boulevard; and

the public alley next east of North Milwaukee Avenue; West Logan Boulevard; a line 88.7 feet east of and parallel to the public alley next east of North Milwaukee Avenue; and the public alley next northeast of and parallel to North Milwaukee Avenue,

to those of an R3 General Residence District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map Number 12-J.
(Application Number 14416)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B5-3 General Service District symbols and indications as shown on Map Number 12-J in the area bounded by:

West 51st Street; a line 932 feet west of South Ridgeway Avenue; and the south boundary line of the Chicago Union Transfer Railroad,

to those of an R5 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREA SHOWN ON MAP NUMBER 13-I.
(Application Number 14412)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 4, 2004, I beg leave to recommend that Your Honorable Body Pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twelve ordinances which were corrected and amended in their amended form. They are Application Numbers 14424, 14449, 14448, 14446, 14211, 14398, 14249, 13629, A-5561, A-5403, A-5448 and 14374. Application Numbers A-5544 and 14441 were withdrawn by the applicants.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provision of Rule 14 of the City Council's Rules of Order and Procedure.

Also, please let the record reflect that Alderman Ed Burke abstains from voting on Application Number 14416 and Alderman Pat O'Connor abstains from voting on Application Number 14412 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman O'Connor invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he has a familial relationship with an employee of a company that has represented the Developer on prior projects.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 13-I in the area bounded by:

West Bryn Mawr Avenue; North Campbell Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; and North Maplewood Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held August 4, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 4, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of twelve ordinances which were corrected and amended in their amended form. They are Application Numbers 14424, 14449, 14448, 14446, 14211, 14398, 14249, 13629, A-5561, A-5403, A-5448 and 14374. Application Numbers A-5544 and 14441 were withdrawn by the applicants.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14403, 14424, 14447, 14410, 14411, 14425, 14418 and 14408 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure. Also, please let the record reflect that Alderman Ed Burke abstains from voting on Application Number 14416 and Alderman Pat O'Connor abstains from voting on Application Number 14412 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.
(Application Number 14440)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-5 General Central Business District symbols and indications as shown on Map Number 1-F in the area bounded by:

the alley north of West Superior Street; line 168.42 feet east of North Wells Street; West Superior Street; and the alley next east of North Wells Street,

to those of an R7 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 14430)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 1-G in the area bounded by:

the public alley next north of and parallel to West Superior Street; a line 102 feet west of and parallel to North Armour Street; West Superior Street; and a line 127 feet west of and parallel to North Armour Street,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 1-H.
(Application Number 14343)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-H in the area bounded by:

West Race Avenue; a line 215.85 feet west of and parallel with North Wood Street; the public alley next south of and parallel with West Race Avenue; and a line 336 feet west of and parallel with North Wood Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-5410)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 1-I in the area bounded by:

the public alley next north of and parallel to West Warren Boulevard; a line 260.70 feet west of and parallel to North Campbell Avenue; West Warren Boulevard; and a line 284.70 feet west of and parallel to North Campbell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)
(Application Number 14249)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District (formerly Business Planned Development Number 504) symbols and indications as shown on Map Number 2-F in the area bounded by:

West Taylor Street; the west line of the Amtrak right-of-way east of South Canal Street; West Roosevelt Road; a line 54.74 feet east of South Canal Street; a line 100.12 feet north of West Roosevelt Road; a line 22.54 feet east of South Canal Street; West Roosevelt Road; and the centerline of South Canal Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Business Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development, consists of approximately two hundred eighty-nine thousand two hundred twenty-five (289,225) square feet (six and sixty-four hundredths (6.64) acres) and is owned or controlled by the applicant, Canal/Taylor Joint Venture.

2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different then to the owners of record title to all of the property and to any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners or a covenant binding property owners may designate the authorized party for any future amendment, modification or change.
4. This plan of development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land Use Map; a Planned Development Property Line and Boundary Map; and a Site Plan, Landscape Plan; and Building Elevations prepared by Eckenhoff Saunders Architects dated July 15, 2004. Full size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply.
5. The following uses shall be permitted within the area delineated herein as "Business Planned Development": all uses permitted in the C3-5 Commercial-Manufacturing District and accessory uses. Drive-through establishments offering goods or services directly to customers waiting in parked motor vehicles are expressly permitted provided that the drive-through establishments are accessed from interior driveways.

6. Business identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standard for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. The applicant shall make a one (1) time financial contribution to the City of Chicago towards the cost of transportation infrastructure improvements in the public ways that comprise the Roosevelt Road corridor. A preliminary estimate of the amount of this contribution shall be provided by the City at the time of Part II issuance by the Department of Planning and Development. A final cost shall be provided to the applicant within ninety (90) days after Part II issuance. This amount shall be paid by the applicant prior to issuance of a certificate of occupancy for the building. The applicant shall participate in a Roosevelt Road corridor association such as a traffic management association, a special service area, or similar entity and shall share in the funding of the entity in a manner proportionate to the applicant's traffic impact on the corridor as determined by the Department of Planning and Development and the Department of Transportation. A formula shall be devised to calculate this impact including but not limited to one (1) or more of the following: trip generation, peak hour volumes, store footage, number of parking spaces, or other such quantifiable measurements. This formula shall be developed jointly by the Department of Planning and Development and the Department of Transportation. The entity shall provide services that enhance traffic flow in the corridor including but not limited to a trolley to convey shoppers between developments, information to provide shoppers with alternate routes to corridor developments, and shall commit to a shared parking arrangement among entity members to minimize short vehicular trips between proximate developments.
8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.

9. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements in the property shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan, and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. With respect to the property identified on the Site Plan as Outlot 1 (the "Outlot 1 Property"), the applicant shall submit a site plan, landscape plan and building elevations (collectively, a "site plan") to the Department of Planning and Development for site plan and Part II approval pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance. Site plan approval is intended to assure that the development proposal for the Outlot 1 building is architecturally integrated and otherwise consistent with the remainder of the planned development ordinance and to assist the City in monitoring ongoing development. If a site plan substantially conforms with the provisions of this Planned development ordinance, the Commissioner shall approve the site plan and shall issue written approval thereof to the applicant within thirty (30) days of submission of the completed application. If the Commissioner determines within said thirty (30) day period that the site plan does not substantially conform with the provisions of the planned development ordinance, the Commissioner shall advise the applicant in writing regarding the specific reasons for such adverse determination and the specific areas in which the site plan does not conform to the provisions of this Planned Development Ordinance within fourteen (14) days from the expiration of said thirty (30) day period. In the event of an adverse determination by the Commissioner, the applicant shall have the right to submit a supplemental or revised site plan for approval. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make a final written determination within said period. The failure of the Commissioner to so advise the applicant in writing within the time period herein specified shall be deemed the Commissioner's approval of the submitted site plan. Following approval of the site plan by the Commissioner, the site plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development Ordinance. After the Commissioner approves the site plan, the approved site plan may be changed or modified pursuant to the provisions of this planned development ordinance. In the event of any inconsistency between an approved site plan and the terms of the planned development ordinance in effect at the time of approval of such site plan or of the modifications thereto, the terms of the planned development ordinance shall govern. The site plan for the building to be constructed within the Outlot 1 Property shall, at a minimum, provide the following information:

- building footprint;
- dimensions of all setbacks;
- location and depiction of all driveway (including relevant dimensions);
- location and depiction of all signage;
- all building elevations; and
- statistics regarding the new building to be constructed, including:
 - (1) floor area and F.A.R. as presented on submitted drawings;
 - (2) number of parking spaces provided;
 - (3) number of loading berths provided;
 - (4) the uses to occur in the buildings;
 - (5) maximum building height;
 - (6) setbacks and vertical setbacks, required and provided; and
 - (7) traffic generation data to update and supplement previously submitted traffic impact studies, if the Chicago Department of Transportation deems it necessary.

12. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of natural resources. The applicant shall design, construct and maintain all buildings located within this planned development to meet the minimum threshold standards of the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System by achieving L.E.E.D. Certification.
14. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
15. Unless substantial construction has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire. If this planned development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of the pre-existing C3-5 Commercial-Manufacturing District.

[Landscape Plan referred to in these Plan of Development
Statements unavailable at time of printing.]

[Existing Zoning Map; Existing Land-Use Map; Planned Development
Property Line and Boundary Map; Sitescape Plan; Grade Level
Plan; Street Level Plan; Intermediate Parking Level Plan;
P1, P2 and P3 Parking Level Plans; Elevation Drawings;
and East/West Building Section referred to in these
Plan of Development Statements printed on pages
30554 through 30566 of this *Journal*.]

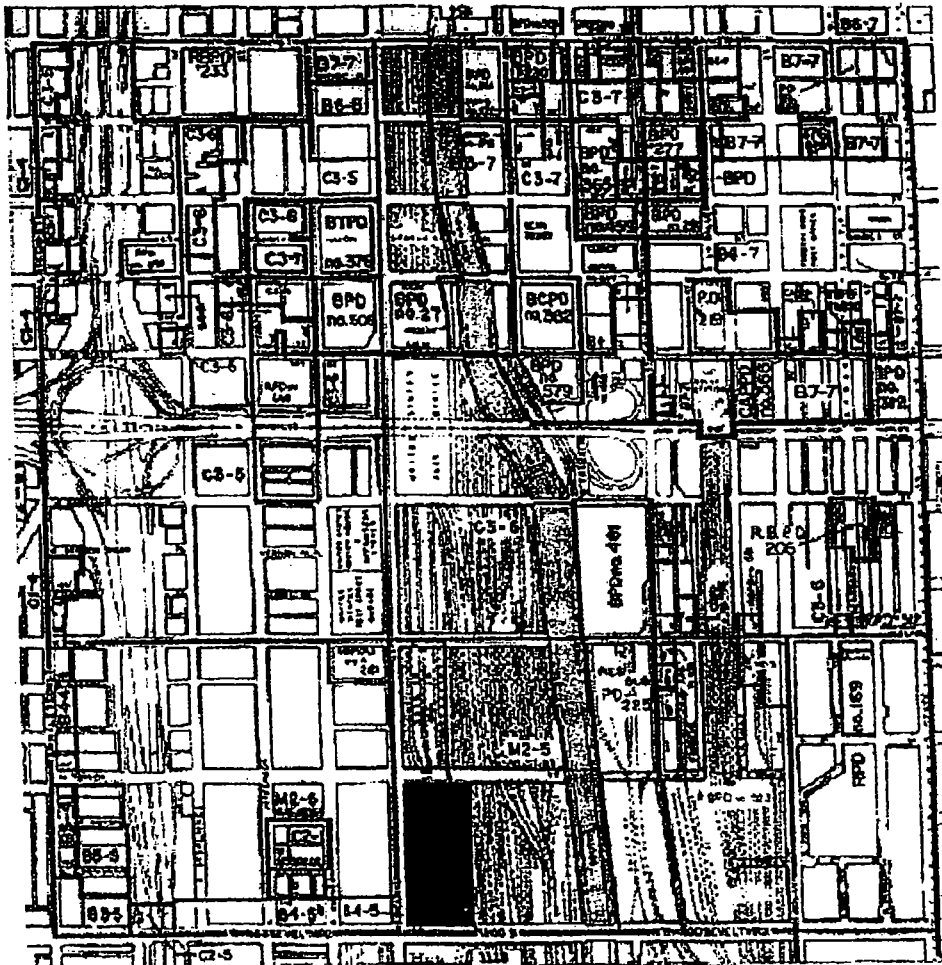
Bulk Regulations and Data Table attached to this ordinance reads as follows:

Business Planned Development Number _____.

Bulk Regulations And Data Table.

Net Site Area	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
289,225 square feet (6.64 acres)	1.50	Per approved Site Plan
Net Site Area:	289,225 square feet	
Adjoining Right-of-Way Area:	68,626 square feet	
Gross Site Area:	357,851 square feet	
Total Floor Area:	380,000 square feet	
Maximum Floor Area Ratio for Total Net Site Area:	1.50	
Minimum Number of Off-Street Parking Spaces	980 + 20 handicapped (2%)	
Minimum Number of Off-Street Loading Berths:	8	
Maximum Percent of Site Coverage:	Per approved Site Plan	
Minimum Required Building Setbacks:	Per approved Site Plan	
Maximum Permitted Building Height:	Per approved Building Elevations	

Existing Zoning Map.



PROPOSED SITE

RESIDENCE DISTRICTS

R2 SINGLE-FAMILY RESIDENCE DISTRICT
 R3 GENERAL RESIDENCE DISTRICT
 R4 GENERAL RESIDENCE DISTRICT
 R5 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
 B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
 B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
 B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
 B5-1 TO B5-5 GENERAL SERVICE DISTRICTS

COMMERCIAL DISTRICTS

C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICT
 C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICT
 C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICT
 C4 MOTOR FREIGHT TERMINAL DISTRICT

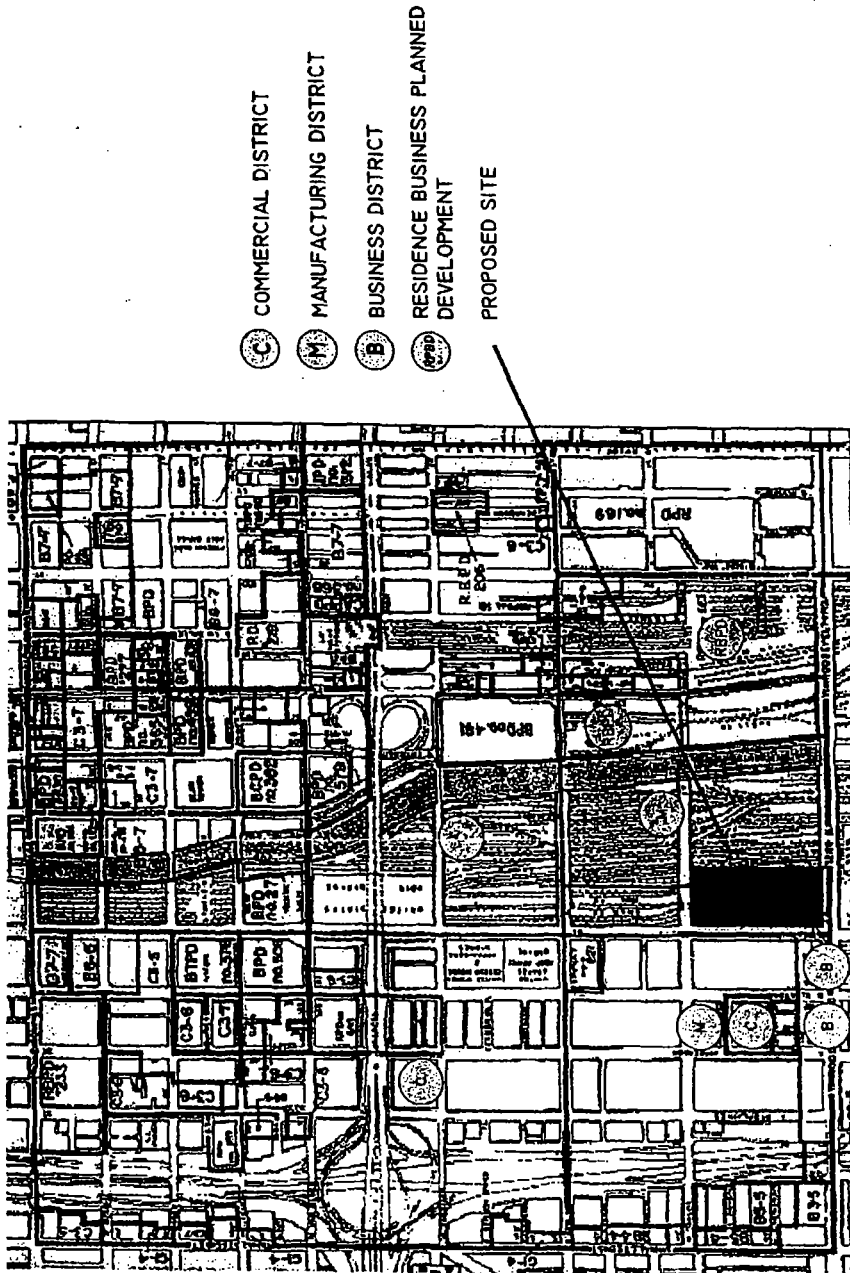
MANUFACTURING DISTRICTS

M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
 M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
 M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICTS

PLANNED DEVELOPMENT

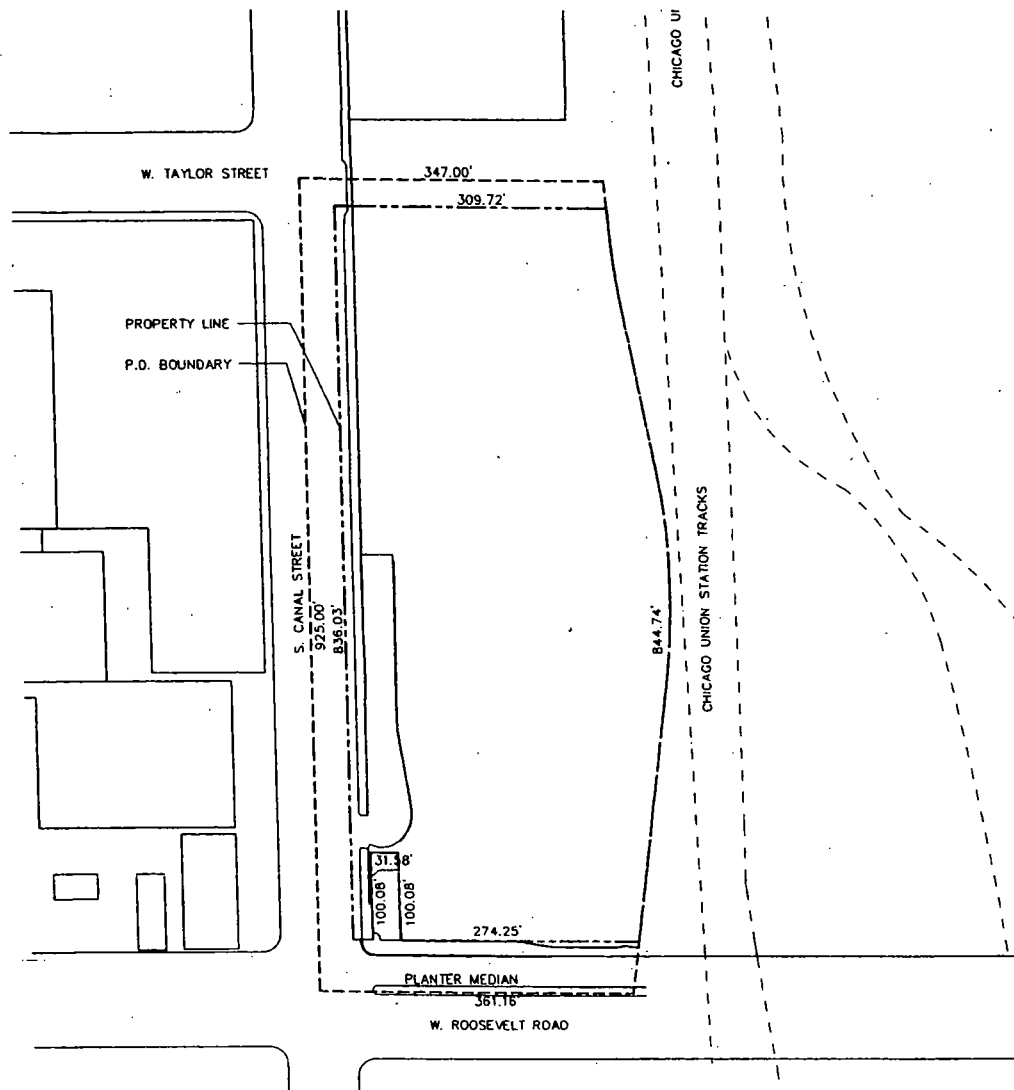
IPD INDUSTRIAL PLANNED DEVELOPMENT
 BPD BUSINESS PLANNED DEVELOPMENT
 MPD MANUFACTURING PLANNED DEVELOPMENT
 RPD RESIDENTIAL PLANNED DEVELOPMENT

Land-Use Map.



SOUTHGATE MARKET CHICAGO, ILLINOIS
 Current Land Use Map | 07.15.04

Planned Development Property Line And Boundary Map.



PD. BOUNDARY
PROPERTY LINE

PD. AREA 357,851 SQ. FT.
PROPERTY AREA 289,225 SQ. FT.



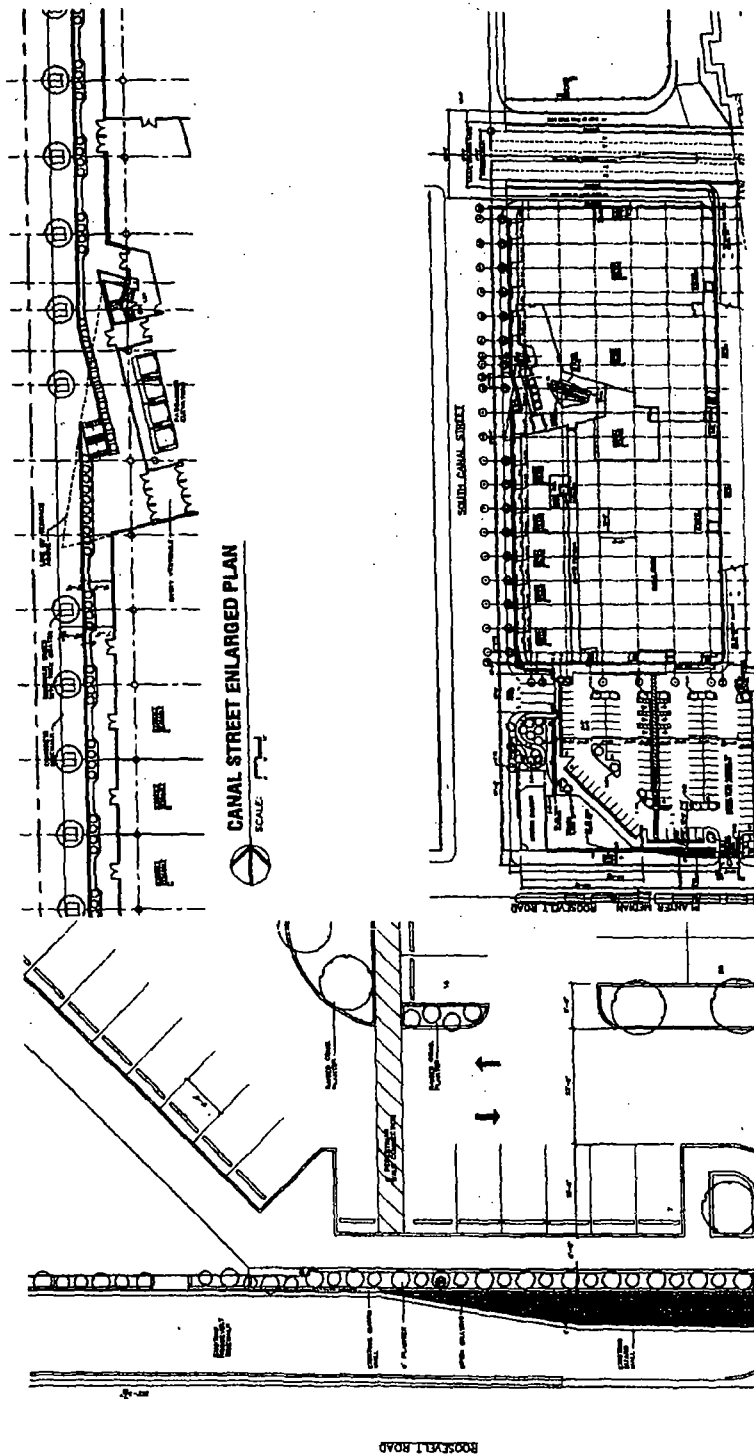
PLANNED DEVELOPMENT PROPERTY LINE & BOUNDARY MAP

APPLICANT: CANAL/TAYLOR JOINT VENTURE
1003-1143 SOUTH CANAL STREET
364-430 WEST ROOSEVELT ROAD
363-433 WEST TAYLOR STREET

DATE: JULY 15, 2004

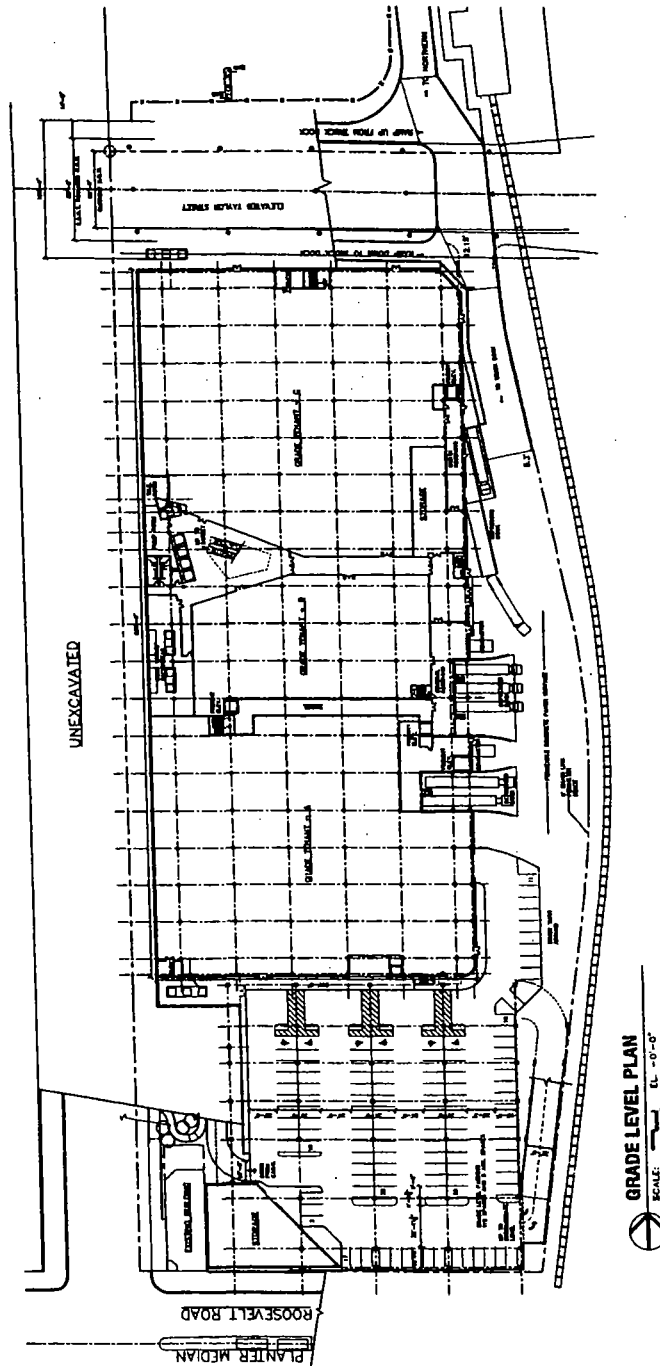


Sitescape Plan.



SOUTHGATE MARKET CHICAGO, ILLINOIS
 Sitescape Plan | 07.15.04 revision

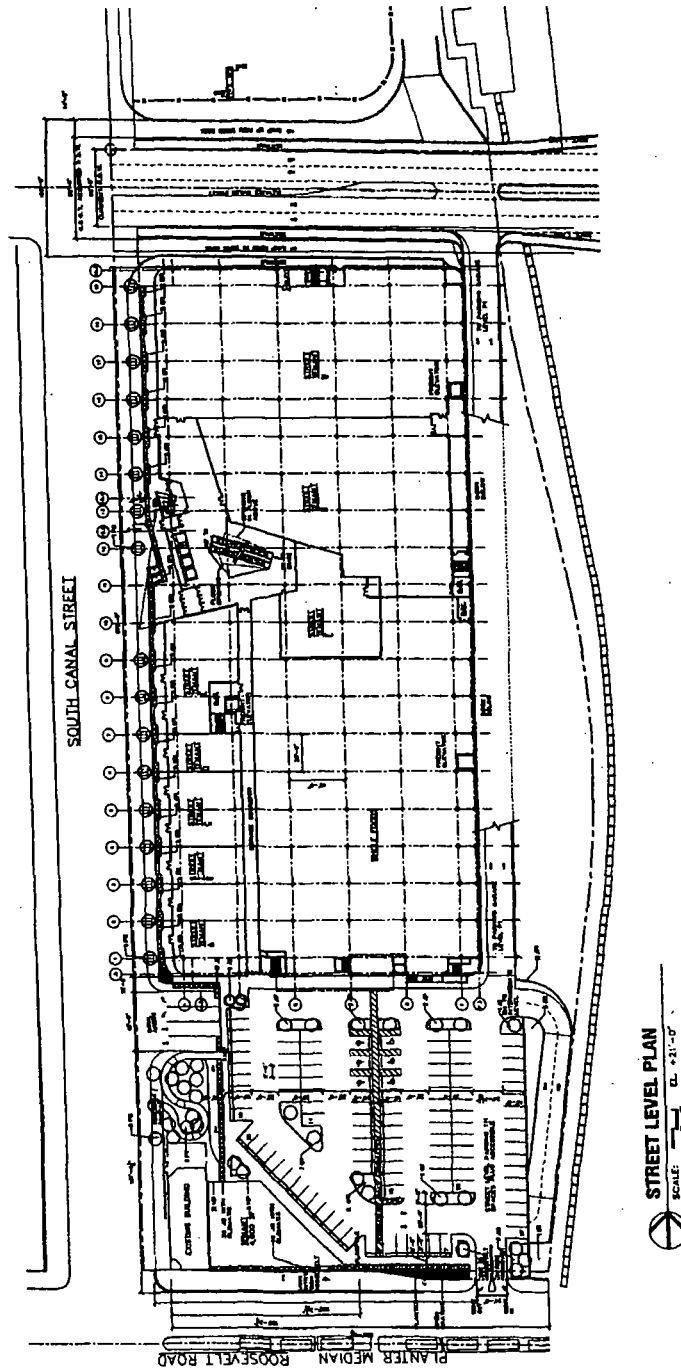
Grand Level Plan.



SOUTHGATE MARKET CHICAGO, ILLINOIS
Grade Level Plan | 07.15.04 *revision*

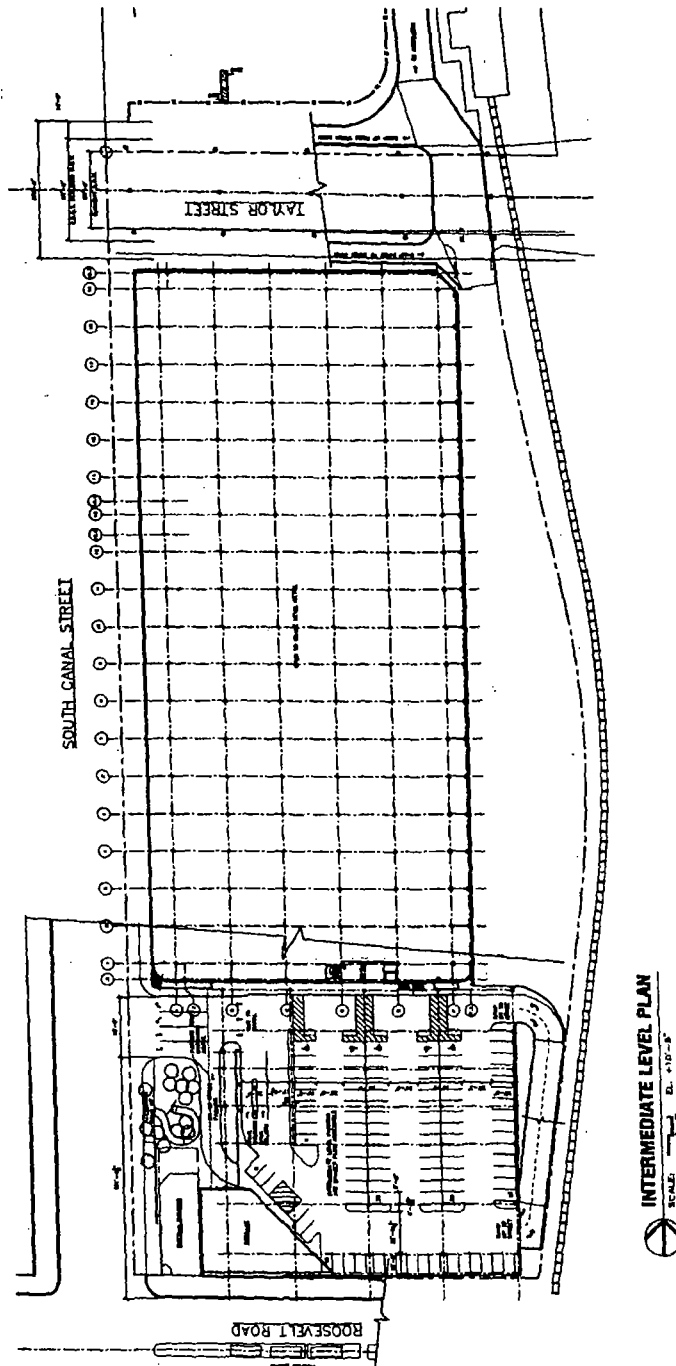


Street Level Plan.



SOUTHGATE MARKET CHICAGO, ILLINOIS
 Street Level Plan | 07.15.04 revision

Intermediate Parking Level Plan.

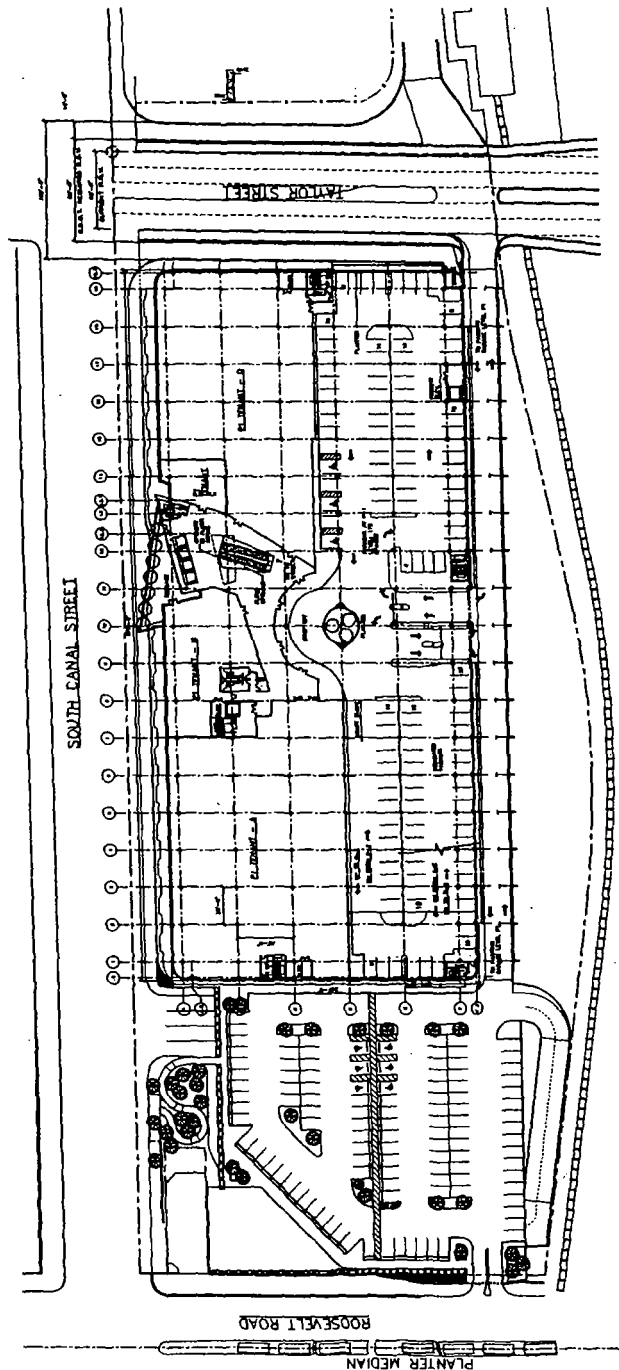


INTERMEDIATE LEVEL PLAN
SCALE: 1" = 10'-0"



SOUTHGATE MARKET CHICAGO, ILLINOIS
Intermediate Parking Level Plan | 07.15.04 revision

P1 Parking Level Plan.

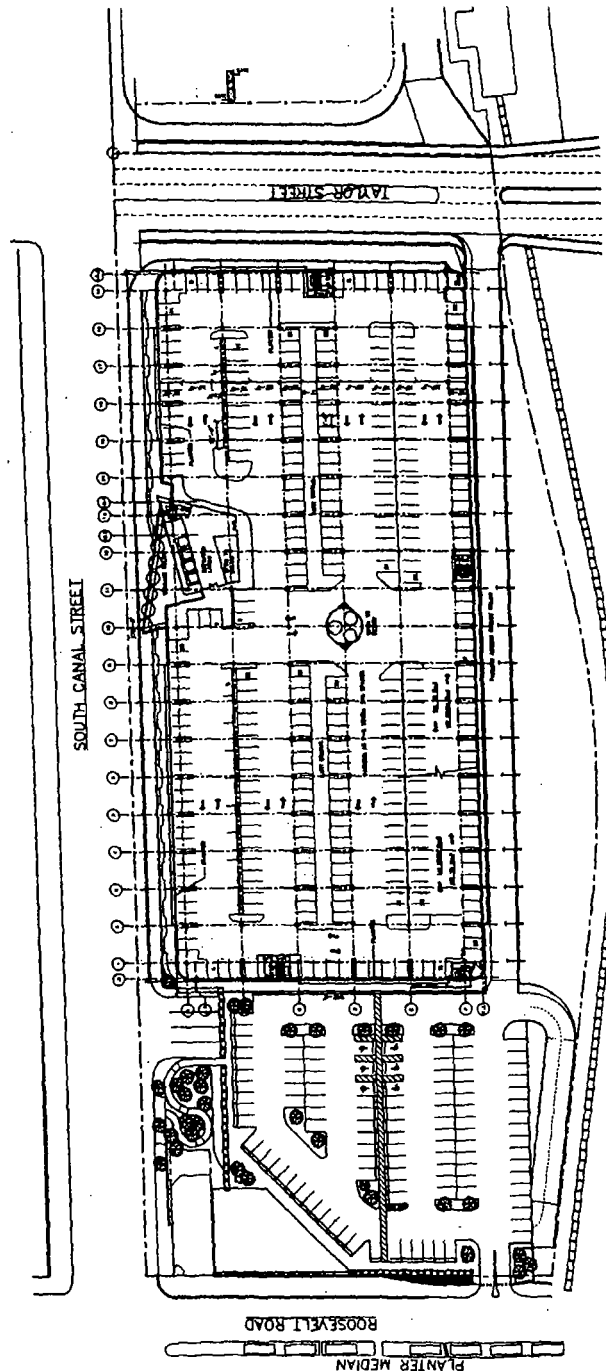


P1 LEVEL PLAN
SCALE: 1" = 10'



SOUTHGATE MARKET CHICAGO, ILLINOIS
P1 Parking Level Plan | 07.15.04 revision

P2 Parking Level Plan.

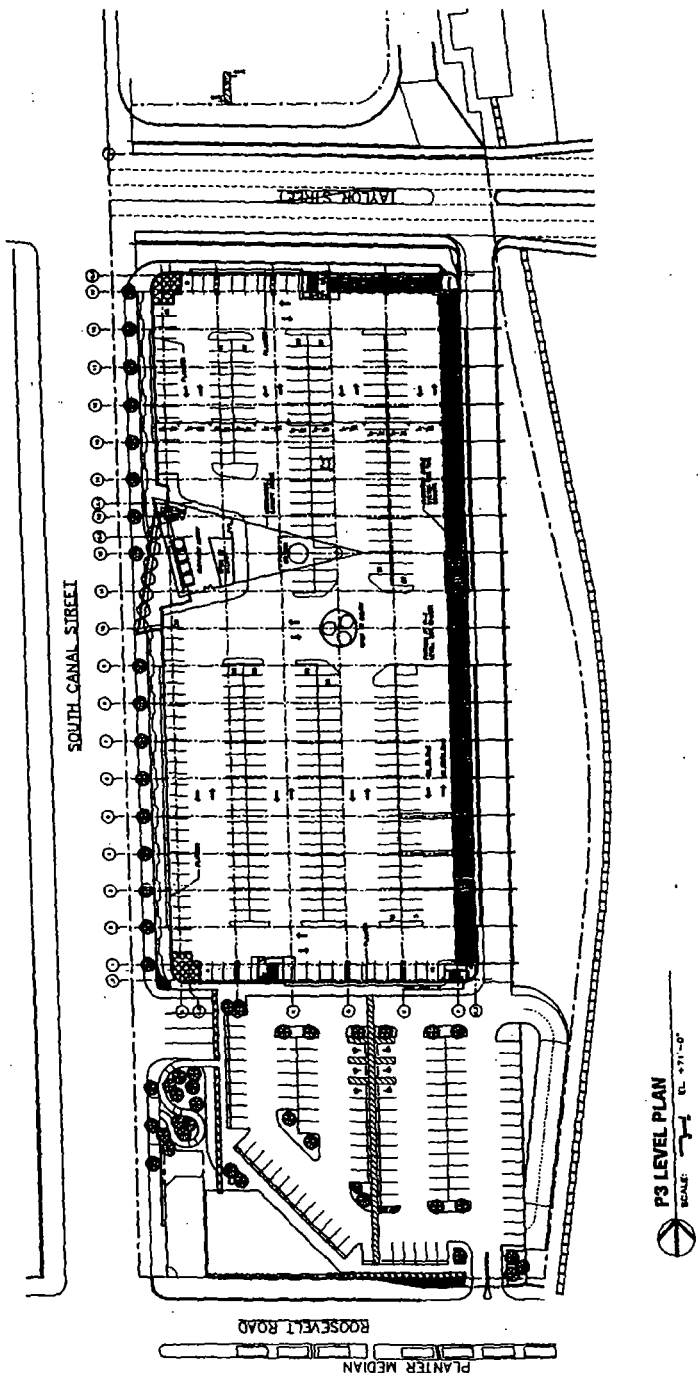


P2 LEVEL PLAN
SCALE 1" = 25'-0"



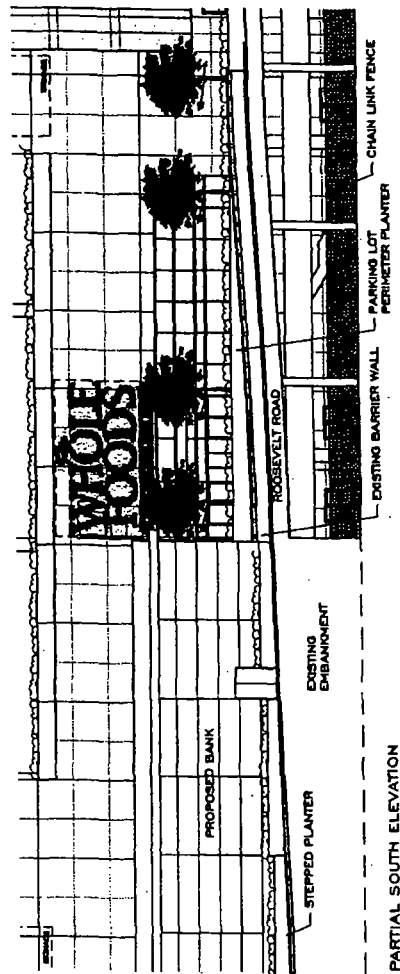
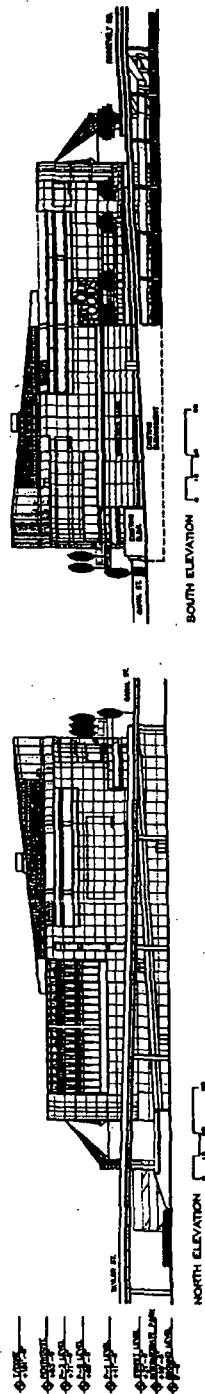
SOUTHGATE MARKET CHICAGO, ILLINOIS
P2 Parking Level Plan | 07.15.04 revision

P3 Parking Level Plan.



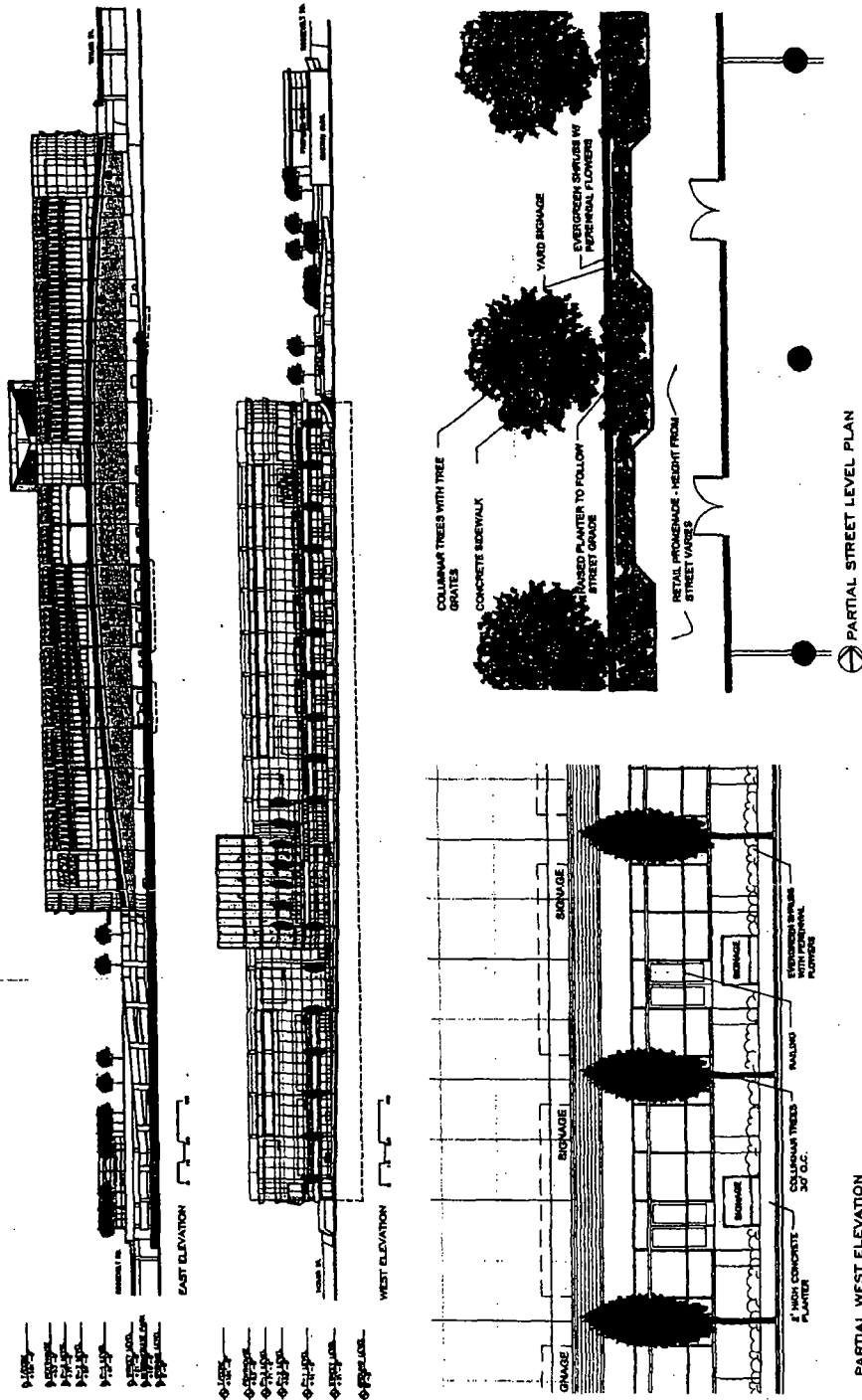
SOUTHGATE MARKET CHICAGO, ILLINOIS
P3 Parking Level Plan | 07.15.04 revision

North And South Elevations.



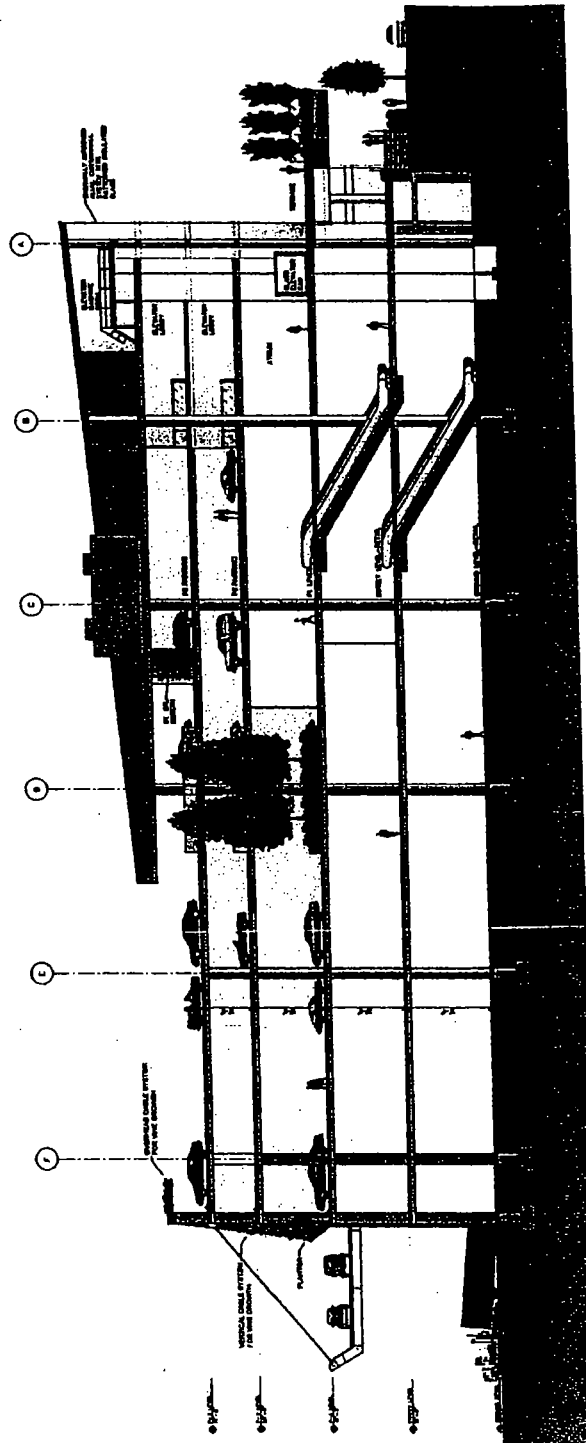
SOUTHGATE MARKET CHICAGO, ILLINOIS
North and South Elevations | 07.15.04

West And East Elevations.



SOUTHGATE MARKET CHICAGO, ILLINOIS
West and East Elevations | 07.15.04

East/West Building Section.
(Looking South)



SOUTHGATE MARKET CHICAGO, ILLINOIS
East/West Building Section | 07.15.04
(Looking South)

*Reclassification Of Area Shown On Map Number 2-G.
(As Amended)
(Application Number 14351)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Jackson Boulevard; a line 310.22 feet west of and parallel to South Throop Street; West Gladys Avenue; a line 120.15 feet east of and parallel to South Throop Street running for a distance of 20.00 feet; West Gladys Avenue; a line 53.00 feet east of and parallel to South Throop Street to the point of beginning;

And

West Gladys Avenue; a line 360.06 feet east of and parallel to South Throop Street; West Van Buren Street; and a line 158.75 feet east of and parallel to South Throop Street,

to those of a B3-5 General Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. In the area above described, the City Zoning Ordinance be amended by changing all of the B3-5 General Retail District symbols to those of Residential Business Planned Development and a corresponding use is hereby established.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential-Business Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business Planned Development consists of a net site area of approximately one and nine-tenths (1.9) acres (eighty-three thousand three hundred thirty-three (83,333) square feet) which is controlled by Centurion Lofts L.L.C. and

Jackson Boulevard Development L.L.C. ("Applicant") for purposes of this Residential-Business Planned Development.

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this planned development shall be binding upon the Applicant, its successors and assigns and if different than the Applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development, the legal title holder and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the Applicant, successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications, or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any modification or change thereto (administrative, legislative or otherwise) shall be made by the Applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development. No amendment may be sought without written approval by the homeowners association unless the right to do so has been retained by applicant and its successors in title documents.
4. This plan of development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; a Planned Development Property Line and Boundary Map; an Existing Zoning and Land-Use Map; a Subarea Plan; a Site Plan; a First Floor Plan; a Landscape Plan; Building Materials Plans; and Building Elevations all dated July 15, 2004, prepared by Bauhs Dring Seglund Main Architects and Planners, which are all incorporated herein. Full size sets of the Site Plan, Exterior Materials Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. This plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof and satisfies the

established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.

5. The following uses shall be permitted within the areas delineated herein: multi-family dwelling units; uses as permitted in the B3-5 zoning district; accessory parking; surface public parking lot uses; accessory uses; and related uses.
6. Identification and business signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted within the planned development subject to review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development subject to review of the Departments of Transportation and Planning and Development.
8. In addition to the maximum height of any building or any appurtenance attached thereto the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of floor area ratio calculations and floor area measurements, the definition in the 1957 City of Chicago Zoning ordinance shall apply.
10. Improvements of the property, including landscaping and all entrances and exits shall be designed, installed and maintained in substantial conformance with the Bulk Regulations and Data Table and the Site Plan attached hereto and made a part hereof. At such time that the Developer chooses to move forward with the development of Subarea B, the site plan, the elevations and materials shall be required to undergo site plan review in accordance with Bulk Regulations established in the bulk table and the July 15, 2004 site plan; balconies which do not overhang the public way will be permitted. Landscaping and a green roof shall be installed and

maintained at all times in accordance with the Site Plan and Landscape Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Until such time as Subarea B is developed, it may continue to be used as a surface parking lot.

11. The terms, conditions and exhibits of this planned development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this planned development. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner, which promotes and maximizes the conservation of energy resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating.
14. Unless substantial construction of the building has begun within the planned development within six (6) years of the date of passage of the planned development, the zoning of that property shall revert to the B4-4 General Service District. The six (6) year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is good cause for such an extension.

[Planned Development Property Line, Boundary and Subarea Map;
Zoning and Land-Use Map; Site Plan; First Floor Plan;
Landscape Plan; Building Materials Plan; and
Building Elevations referred to in these
Plan of Development Statements
printed on pages 30573
through 30585 of
this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development
Statements reads as follows:

Residential-Business Planned Development Number ____.

Bulk Regulations And Data Table.

Gross Site Area:	106,074 square feet
Net Site Area:	83.03 square feet (1.91 acres)
Maximum Floor Area Ratio:	
Subarea A:	7.0
Subarea B:	5.0
Maximum Number of Residential Units:	
Subarea A:	189
Subarea B:	207
Maximum Site Coverage:	In accordance with the Site Plan
Minimum Number of Accessory Off-Street Parking Spaces:	

Subarea A: 159

Subarea B: 237 (includes 30 spaces for Subarea A)

In the event fewer residential units are constructed at the time of Part II approval, fewer parking spaces may also be constructed, so long as the 1:1 parking ratio of residential units to parking spaces is maintained. If revisions are required by another City agency at the time of building permit applications the number of parking spaces may be reduced, so long as a minimum ration of 1:1 spaces per dwelling unit is maintained.

Minimum Number of Off-Street
Loading Docks:

Subarea A: 0

Subarea B: 2

Minimum Building Setbacks: In accordance with the Site Plan

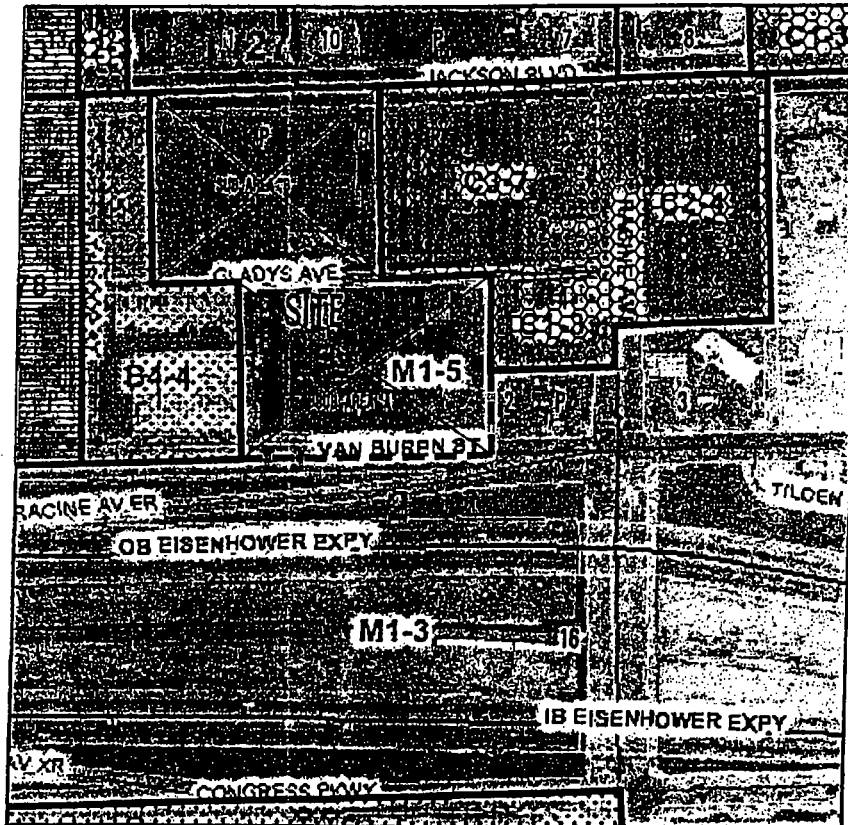
Maximum Building Height:

Subarea A: In accordance with the Building
Elevations

Subarea B: Maximum Height shall be 115 feet

Height shall be defined as on July 15,
2004

Zoning And Land-Use Map.



--- INDICATED PROPERTY FOR PLANNED DEVELOPMENT
 --- ZONING DISTRICT BOUNDARIES



BUSINESS

COMMERCIAL



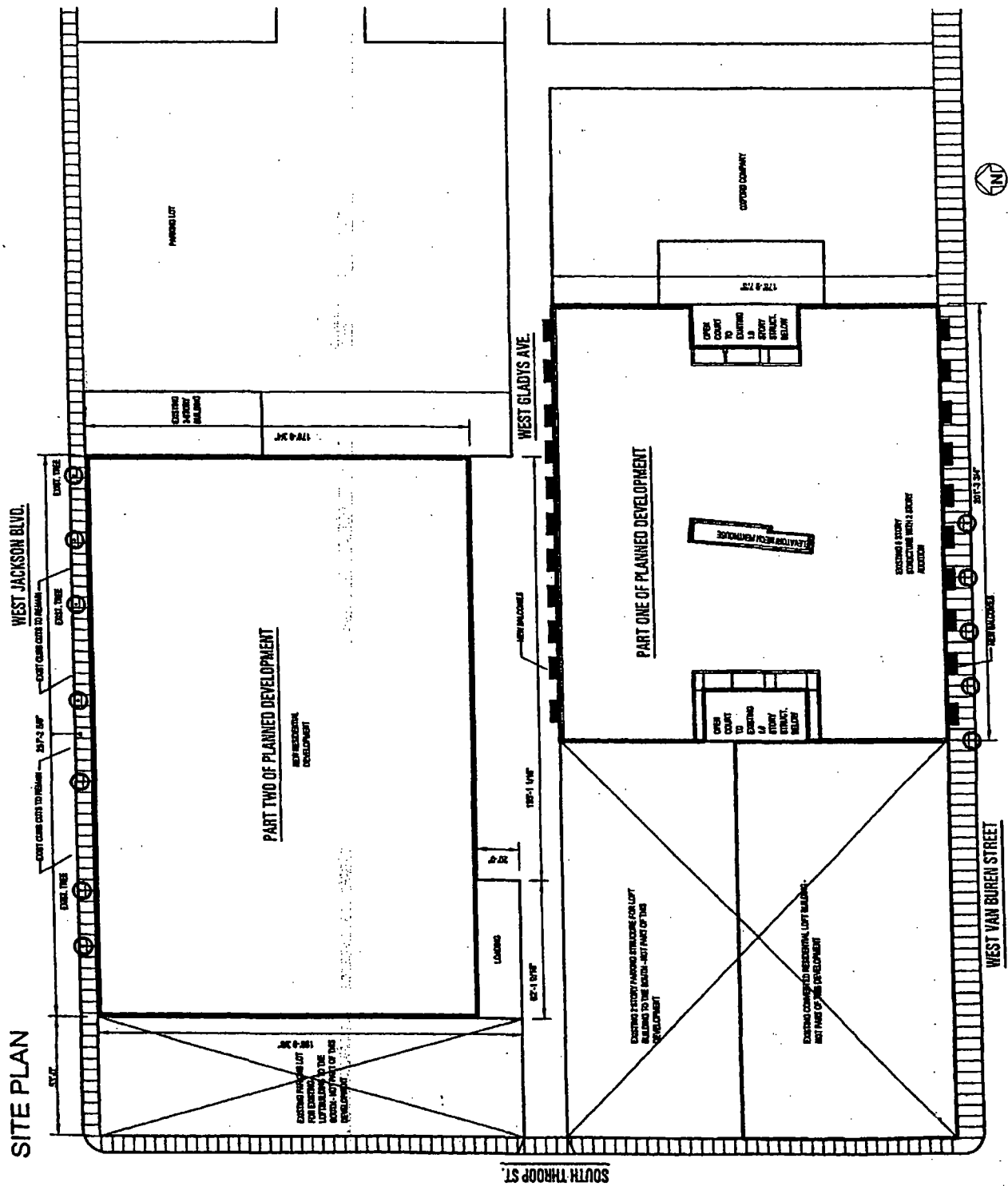
MANUFACTURING

PLANNED DEVELOPMENT

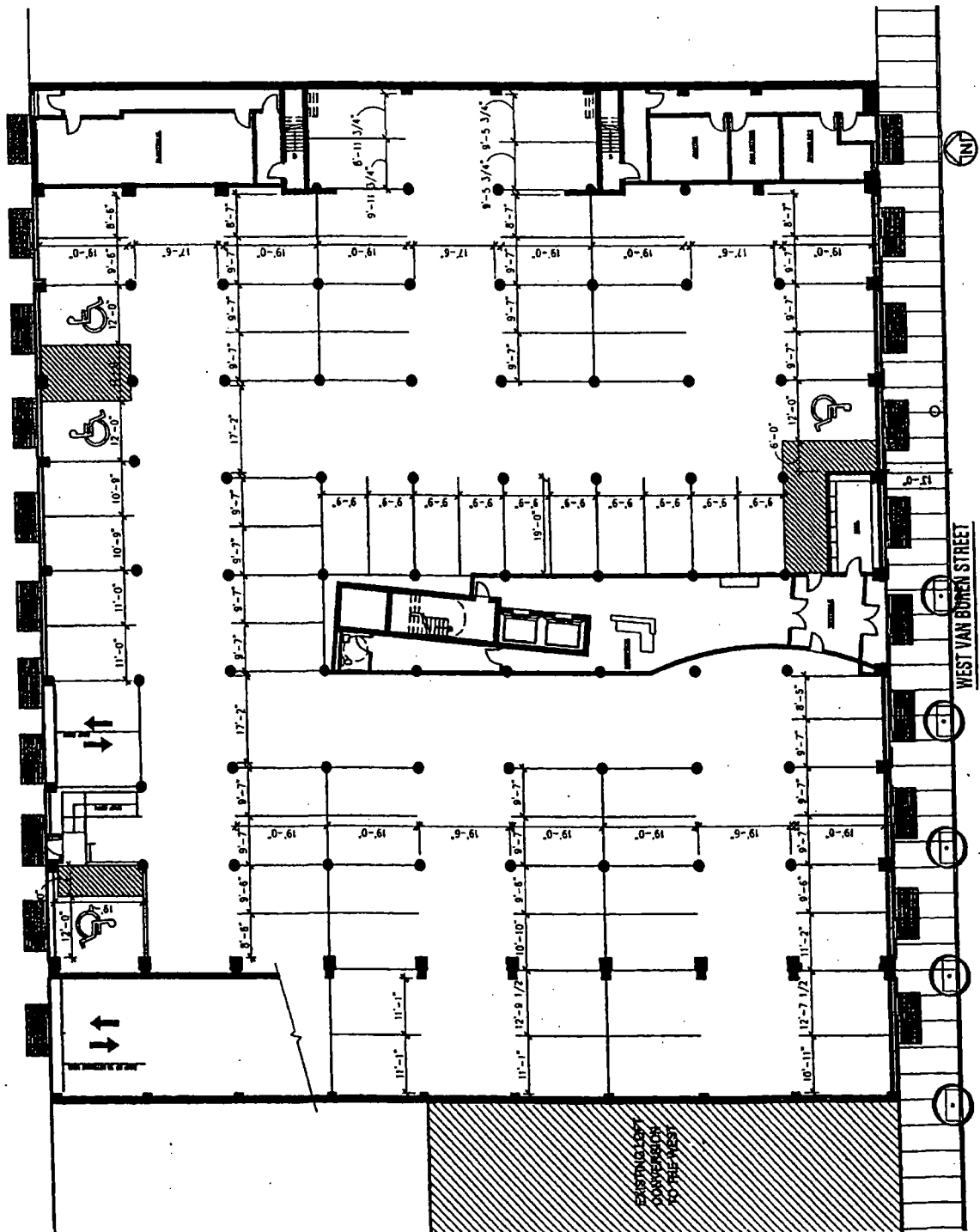
1. 1250 W. VAN BUREN CONDOMINIUM
2. OXFORD CLOTHES
3. SHELL GAS STATION
4. TURTO ORSI CUCINA ITALIANA
5. HELIX CAMERA & VIDEO
6. MANDER SCHEID
7. RACINE CAFE
8. SHERWIN WILLIAMS PROFESSIONAL & INDUSTRIAL SALES
9. 2-STORY HOUSE

10. FREDERIC'S FRAME STUDIO, INC.
11. C.H.U.
12. EMPTY LOT
13. CHICAGO POLICE EDUCATION AND TRAINING ACADEMY
14. KIMBALL HILL MANAGEMENT CO.
15. PARKING BUILDING
16. BLUE LINE TRAIN STATION (RACINE)
- P. PARKING LOTS

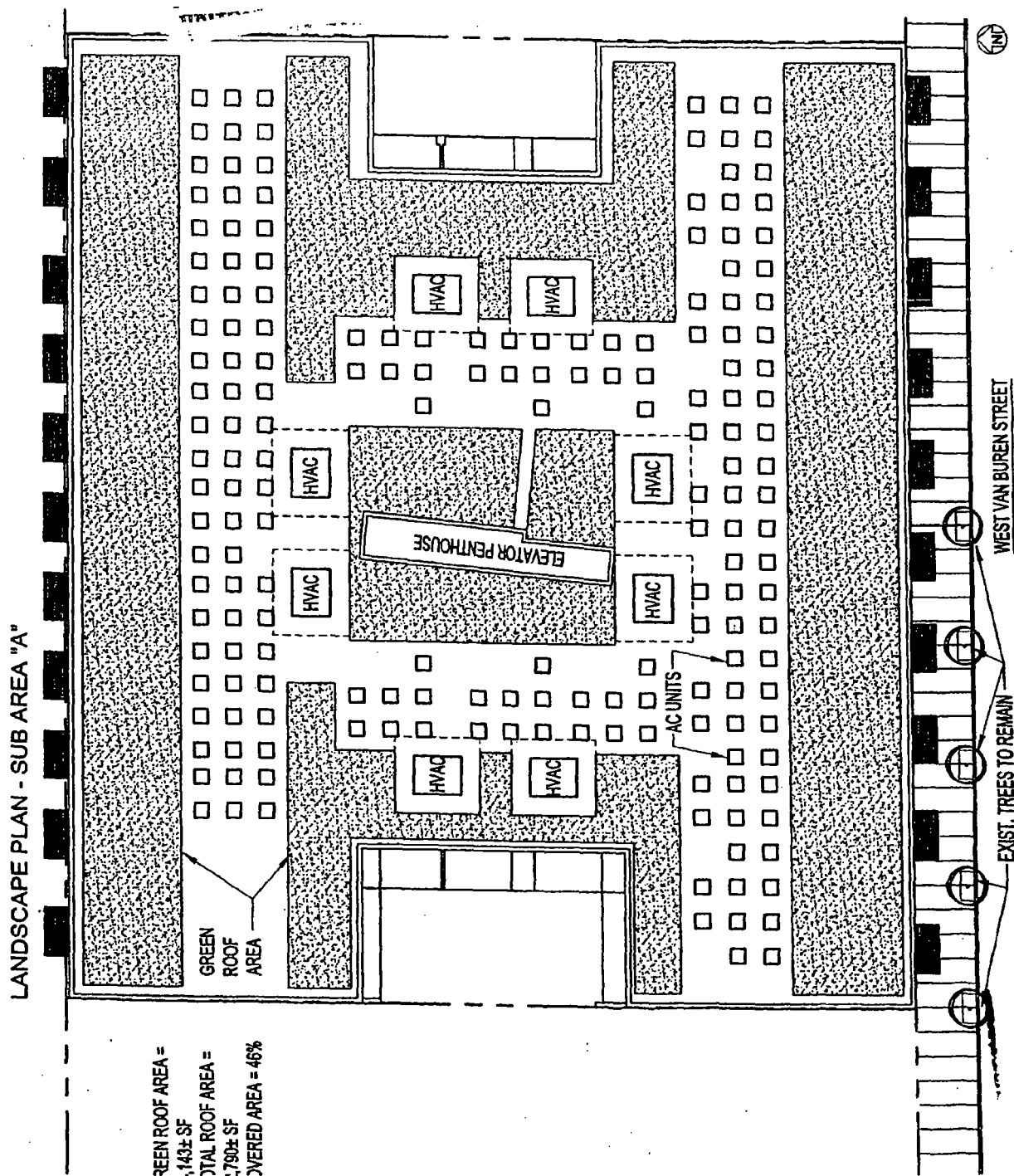
Site Plan.



FIRST FLOOR PLAN - SUB AREA "A"

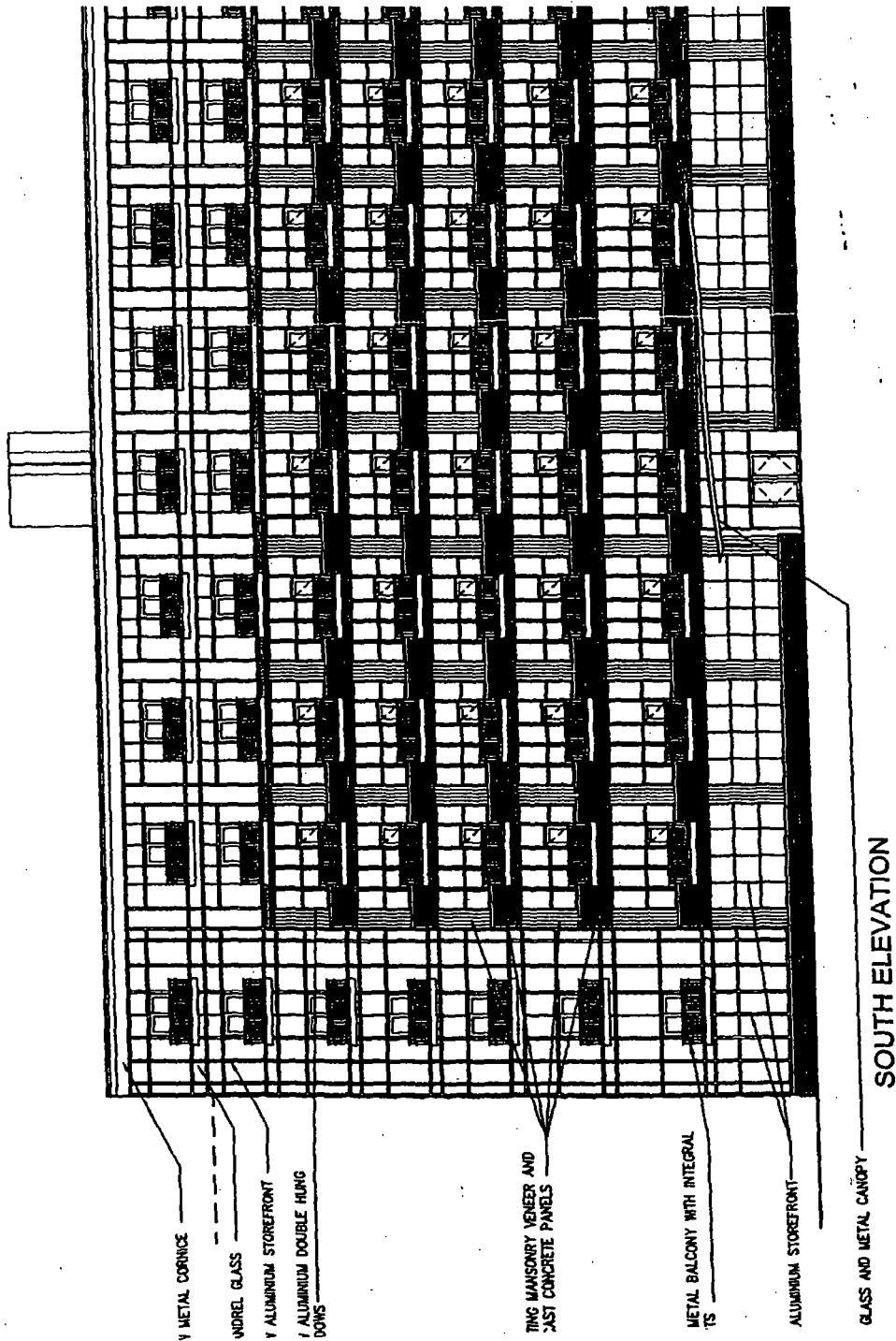


Landscape Plan -- Subarea "A".



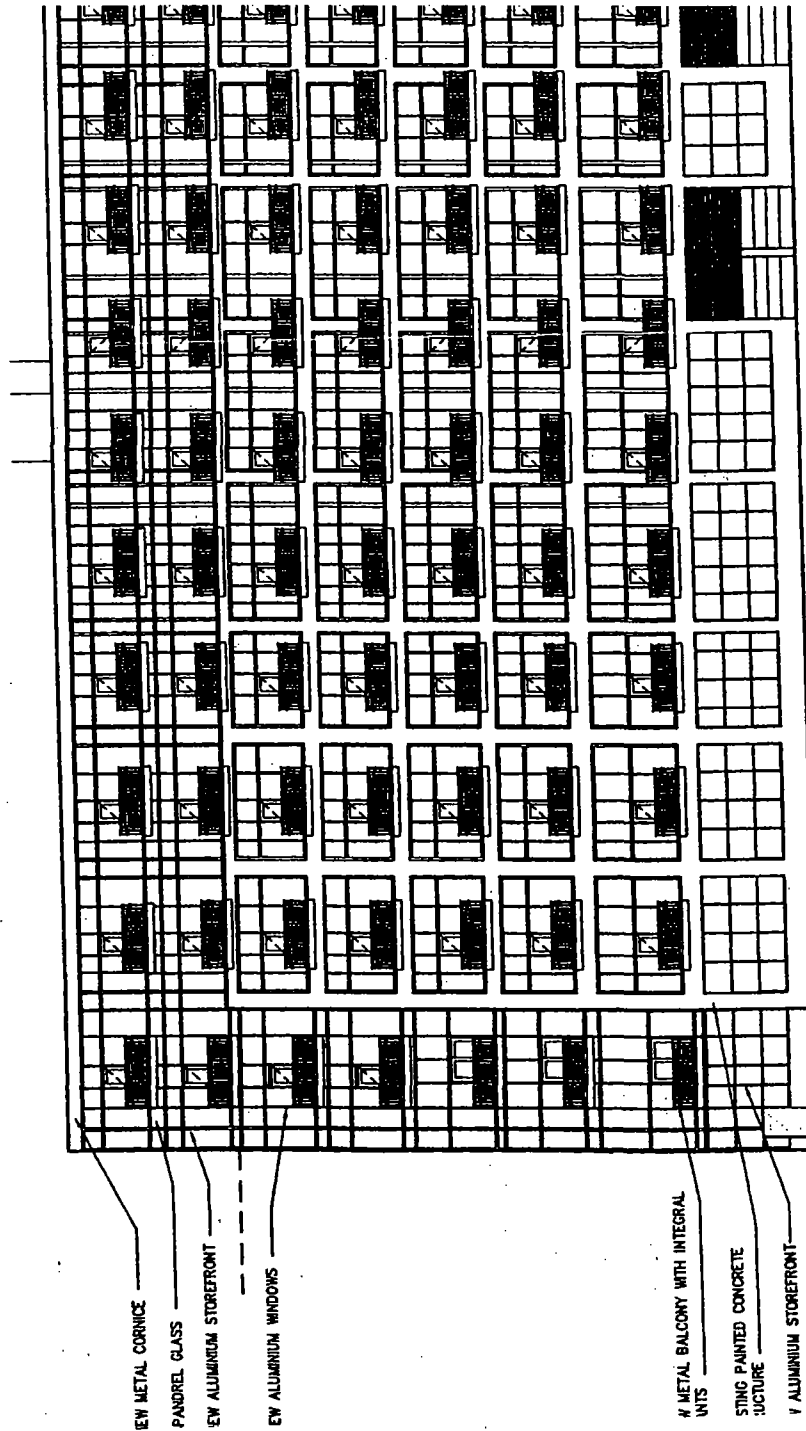
Building Materials -- Subarea "A".
(South Elevation)

BUILDING MATERIALS - SUB AREA "A"



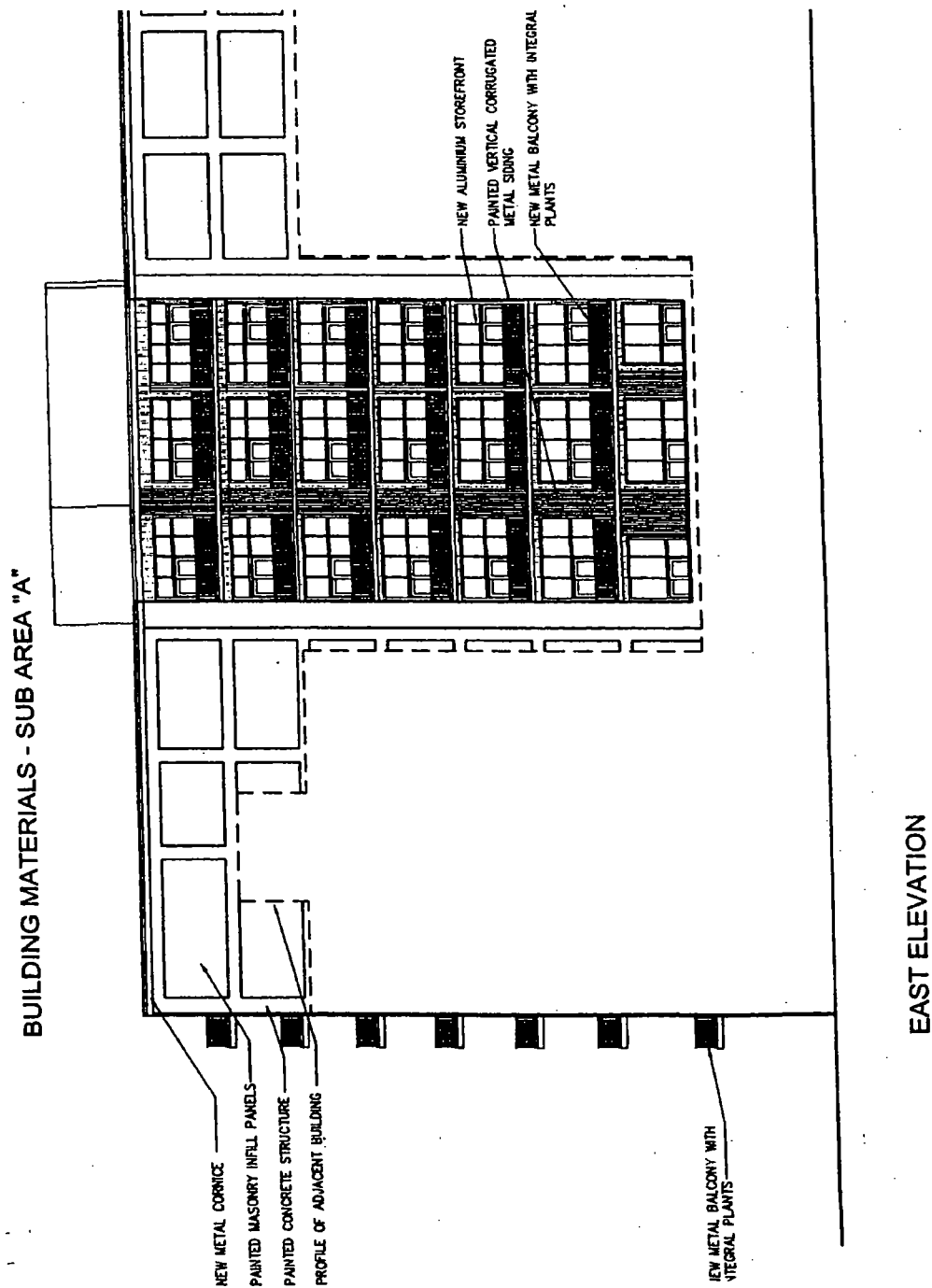
Building Materials -- Subarea "A".
(North Elevation)

BUILDING MATERIALS - SUB AREA "A"

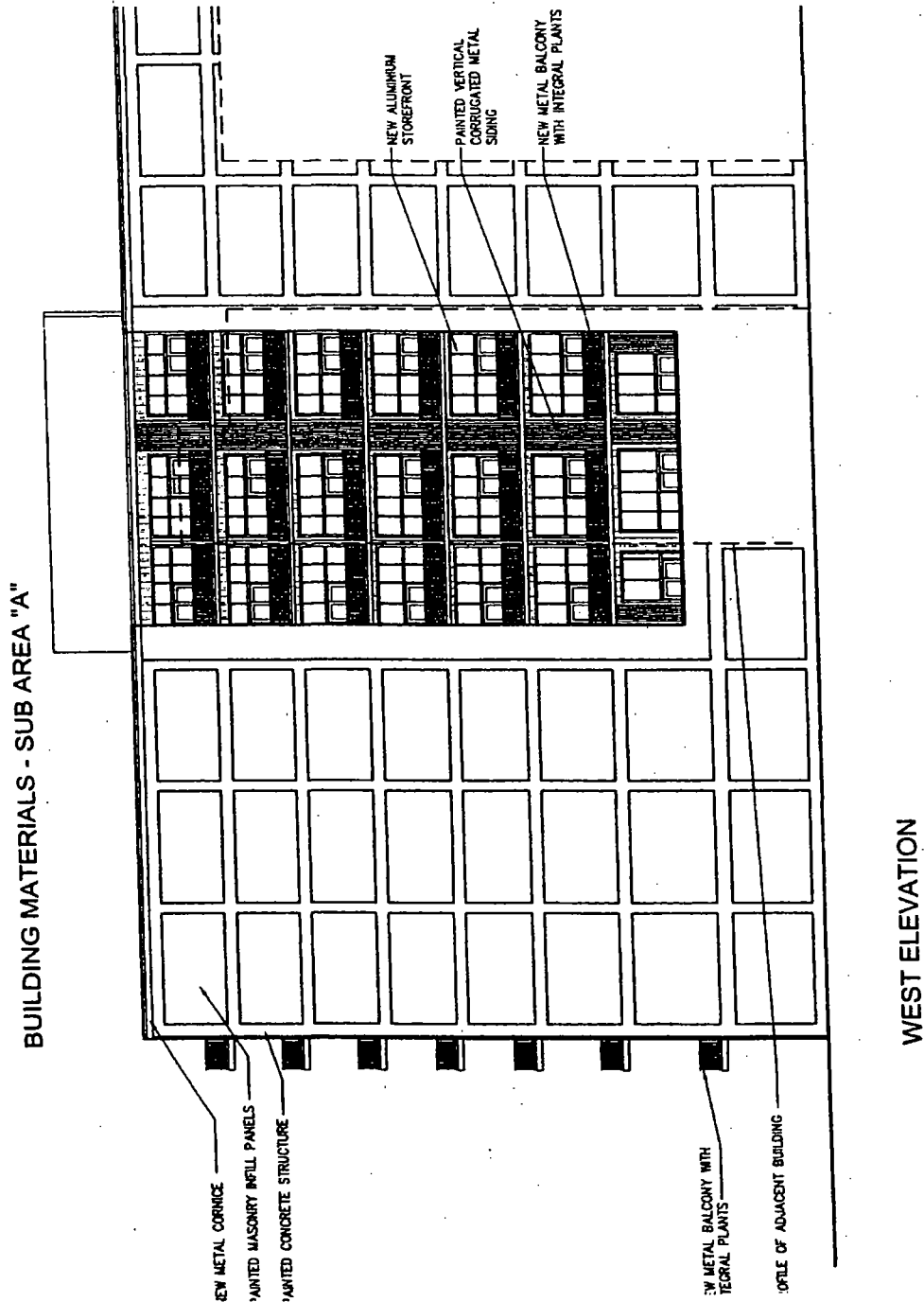


NORTH ELEVATION

Building Materials -- Subarea "A".
(East Elevation)

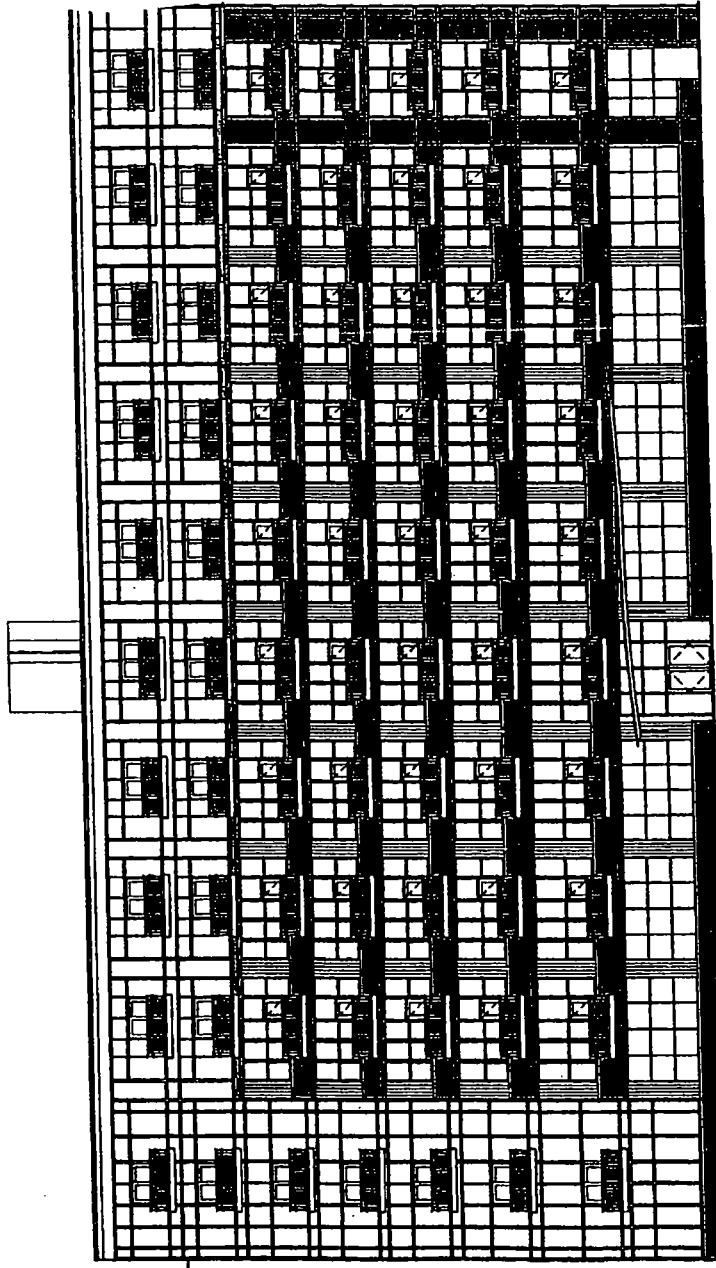


Building Materials -- Subarea "A".
(West Elevation)



Building Elevations -- Subarea "A".
(South Elevation)

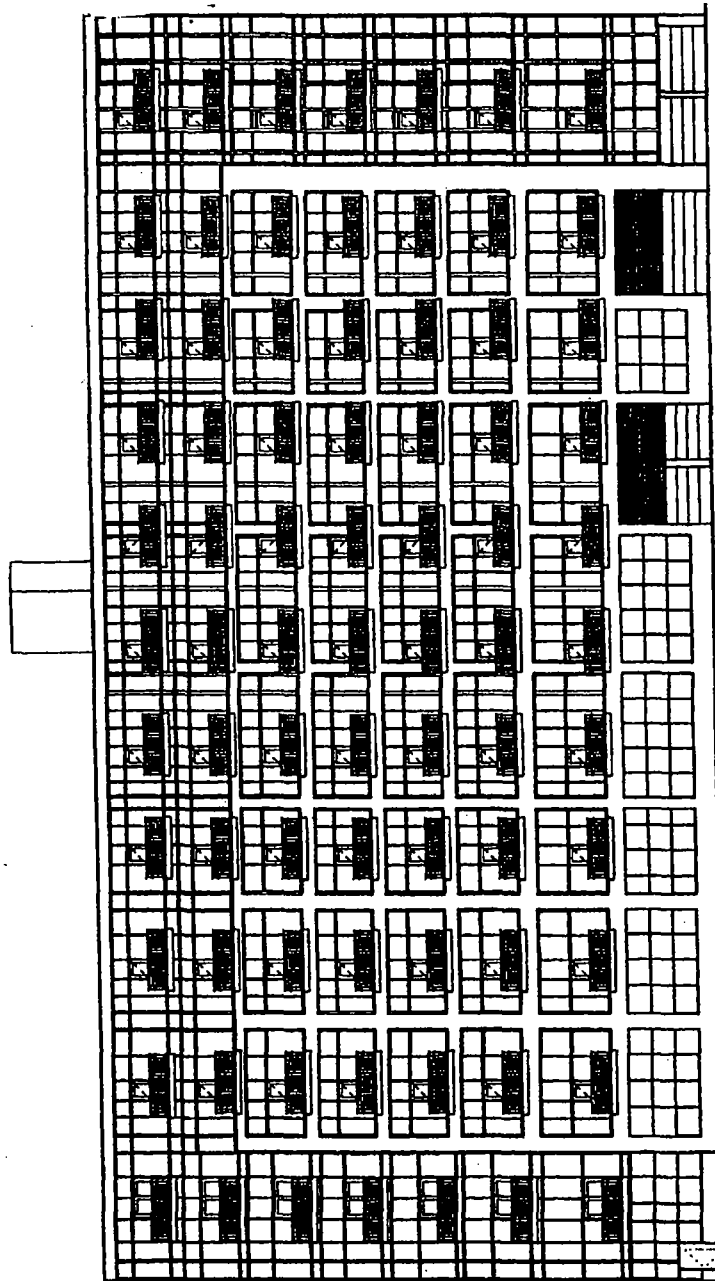
BUILDING ELEVATIONS - SUB AREA "A"



SOUTH ELEVATION

Building Elevations -- Subarea "A".
(North Elevation)

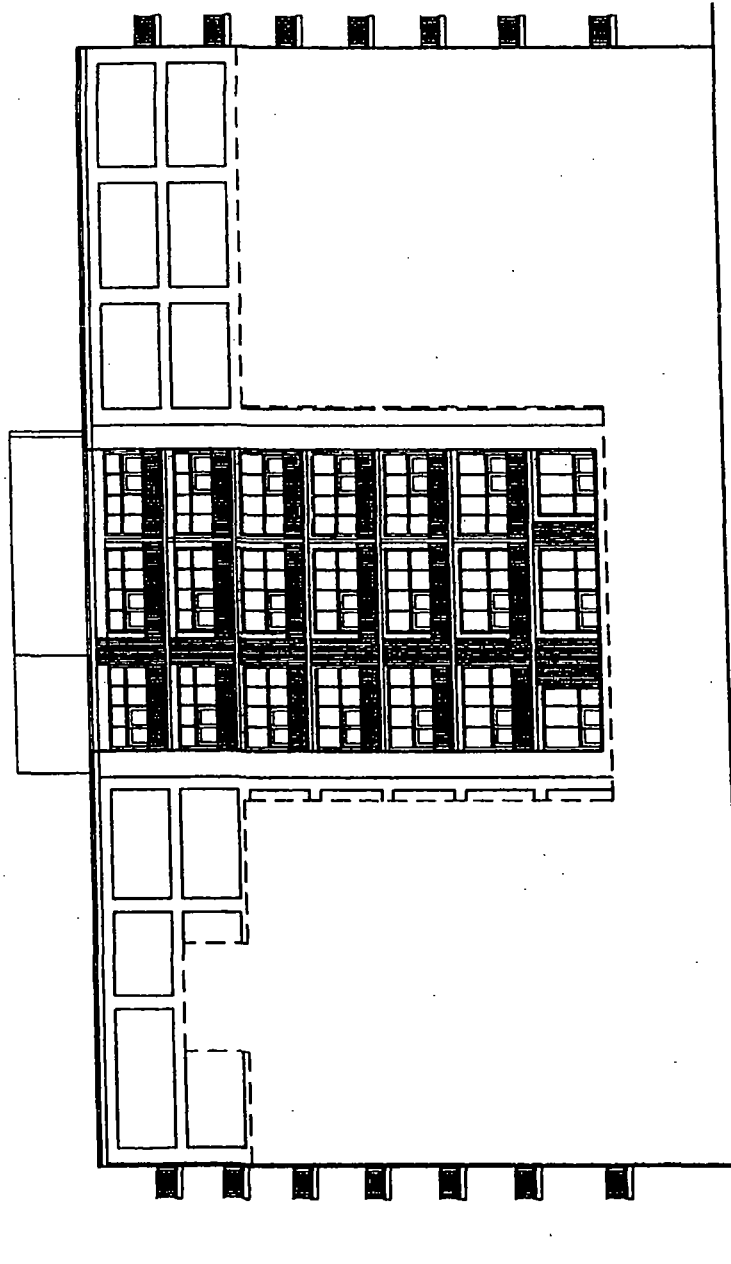
BUILDING ELEVATIONS - SUB AREA "A"



NORTH ELEVATION

Building Elevations -- Subarea "A".
(East Elevation)

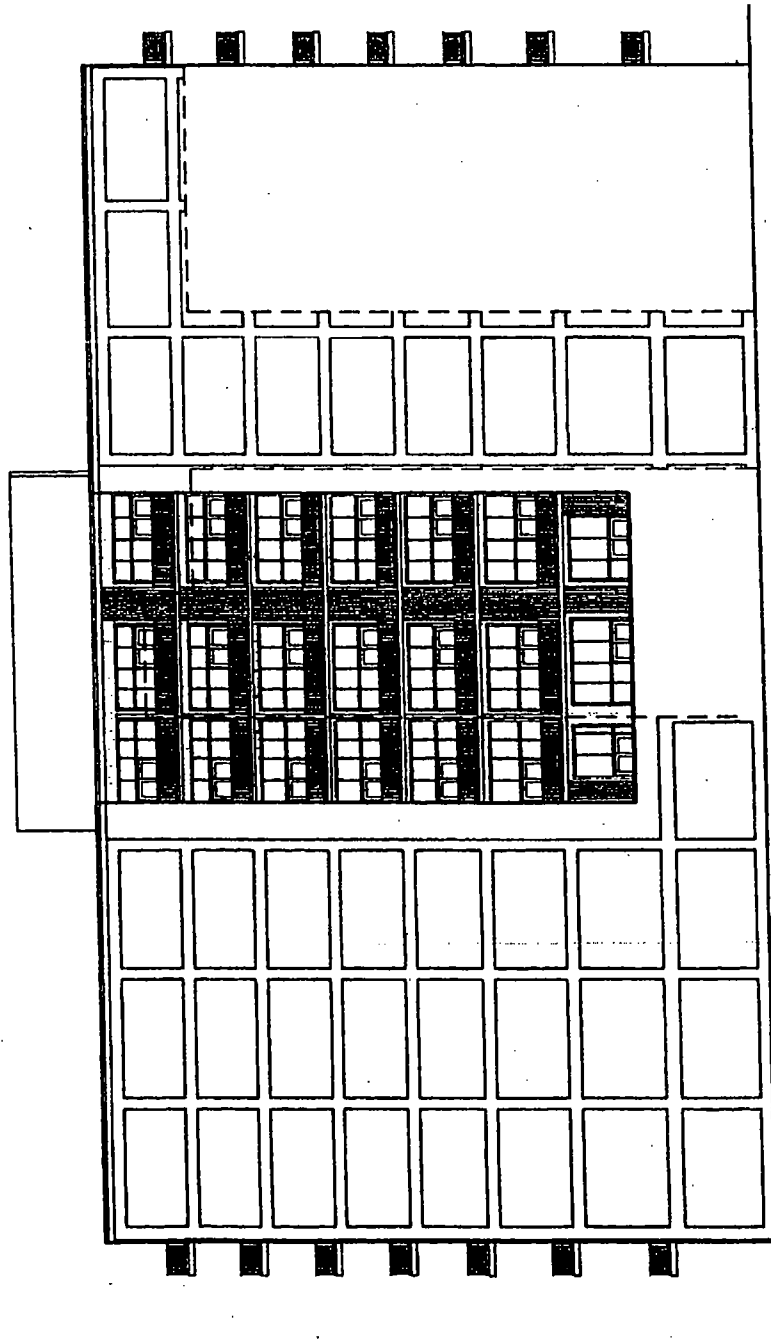
BUILDING ELEVATIONS - SUB AREA "A"



EAST ELEVATION

Building Elevations -- Subarea "A".
(West Elevation)

BUILDING ELEVATIONS - SUB AREA "A"



WEST ELEVATION

Reclassification Of Area Shown On Map Number 2-G.
(Application Number 14436)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Quincy Place; South Morgan Street; a line 79.0 feet south of and parallel to West Quincy Place; and a line 118.68 feet west of and parallel to South Morgan Street,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-J.
(Application Number 14451)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 2-J in the area bounded by:

a line 145.98 feet north of and parallel to West Grenshaw Street; the alley next east of and parallel to South Central Park Avenue; a line 91.65 feet north of and parallel to West Grenshaw Street; and South Central Park Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-J.
(As Amended)
(Application Number 14448)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 3-J in the area bounded by:

a line approximately 124.15 feet south of the south line of West Thomas Street; North Ridgeway Avenue; a line approximately 149.15 feet south of the south line of West Thomas Street; and a 16 foot public alley on the west (also described as the area within Lot 6 in Block 5 in Treat's Subdivision of the northeast quarter of the southwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois),

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 3-J.
(As Amended)
(Application Number 14449)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 3-J in the area bounded by:

a line approximately 216 feet south of the south line of West Le Moyne Street; North Springfield Avenue; a line approximately 240 feet south of the south line of West Le Moyne Street; and a 16 foot public alley on the east (also described as the area within Lot 10 in Block 7 in Hosmer and Mackey's Subdivision of Blocks 1 to 6 and 12 to 16 in Freer's Subdivision of the west half of the northwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois),

to those of an RT3.5, Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)
(Application Number 14211)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 symbols and indications as shown on Map Number 4-E in the area bounded by:

East 14th Street; South Michigan Avenue; a line 200.14 feet south of and parallel to East 14th Street; and a line 171.44 feet west of and parallel to South Michigan Avenue,

to those of a Residential Planned Development and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential-Business Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business Planned Development consists of a net site area of approximately seventy-nine hundredths (.79) acres (thirty-four thousand three hundred eleven (34,311) square feet) which is controlled by 1400 South Michigan, L.L.C. ("Applicant").

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this planned development shall be binding upon the Applicant, its successors and assigns. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications, or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control of the subarea for which the request is being made. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any modification or change thereto (administrative, legislative or otherwise) shall be made by the Applicant, the owners of all the property comprising the subarea for which the request is being made within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development as it may relate to the subarea in question, except as "control" may have been resolved with in title documents. All owners of property within the planned development in the case of a legislative amendment.
4. This plan of development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Property and Boundary Map; a Subarea Map; a Ground Floor Plan; a Landscape Plan; a Green Roof Plan; and Building Elevations dated May 28, 2004, prepared by Pappageorge Haymes Architects, which are all incorporated herein. Full size sets of the Site Plan and Building Elevations, and Landscape Plan are on file with the Department of Planning and Development. This plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code in Chicago) and all requirements thereof and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.
5. The following uses shall be permitted within the planned development: multi-family dwelling units; commercial uses as permitted in C3-5 Commercial-Manufacturing Districts, accessory parking and related uses.

6. Identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted within the planned development subject to review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking or storage of garbage receptacles within such paved areas, except as noted on the Site Plan, or within fire lanes. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development subject to review of the Department of Transportation and Department of Planning and Development. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago.
8. In addition to the maximum height of any building or any appurtenance attached thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of floor area ratio calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
10. Improvements of the property, including landscaping and all entrances and exits to the parking and loading areas, shall be designed and installed in substantial conformance with the exhibits to this planned development. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such modification by the Applicant and after a determination by the

Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this planned development. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of sub-clauses 4 and 5 of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks, an increase in the maximum percent of land covered or subsequent setback reductions pertaining to individual residential units.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating.
14. If substantial construction has not yet begun within the planned development within six (6) years of the date of passage of the planned development, the zoning of that property shall revert to the C3-5 Commercial-Manufacturing District.

[Subarea Map and Ground Floor Plan referred to in these Plan of Development Statements unavailable at time of printing.]

[Existing Zoning Map; Existing Land-Use Map; Planned Development Property and Boundary Map; Landscape Plan; Green Roof Plan; Building Elevations; and Site Plan referred to in these Plan of Development Statements printed on pages 30593 through 30604 of this *Journal*.]

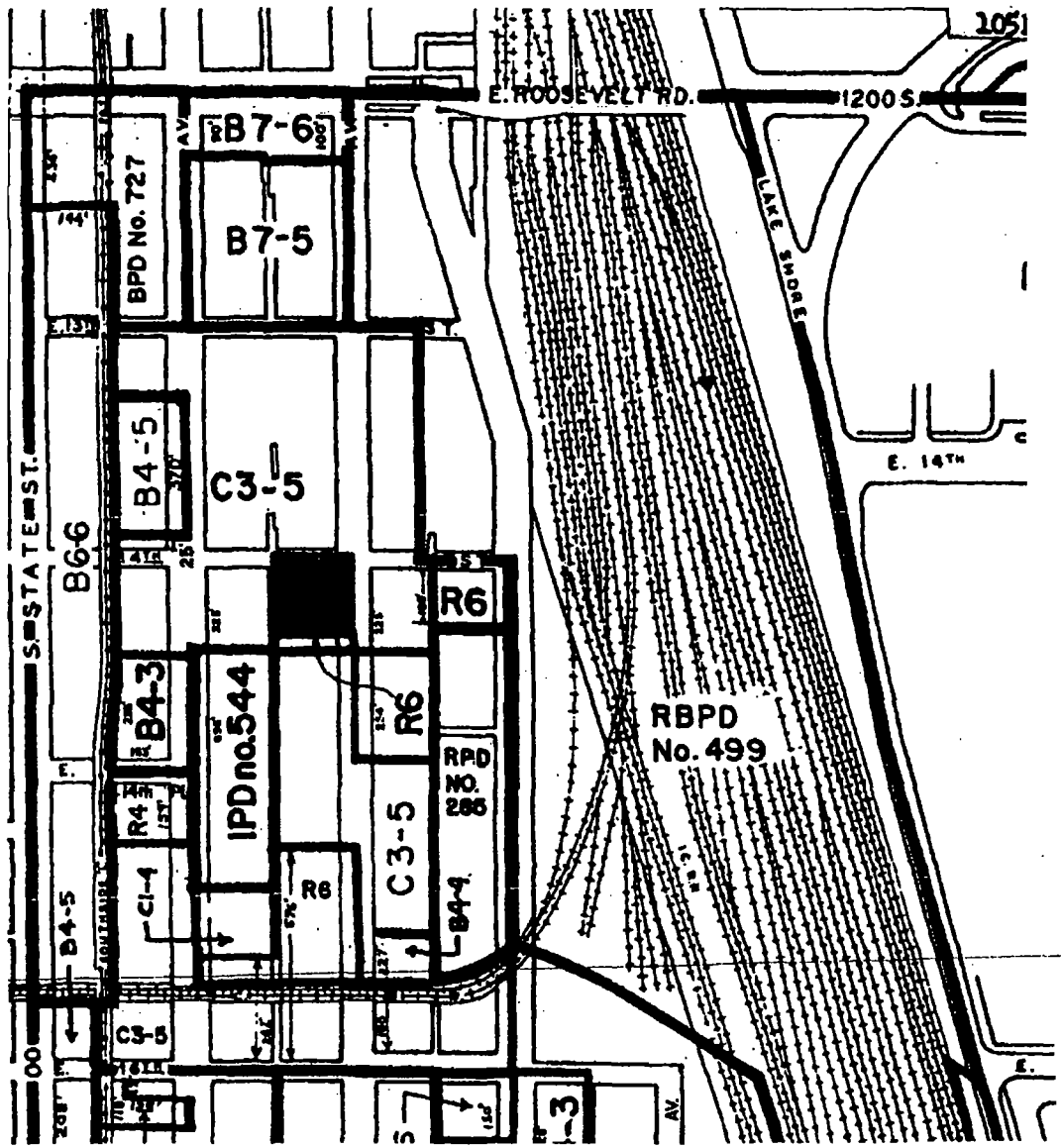
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Business Planned Development Number _____.

Bulk Regulations And Data Table.

Gross Site Area:	50,980.7 square feet (1.17 acres)
Net Site Area:	Total = 50,980.7 square feet (Gross Site Area) - 16,669.7 square feet (Area in Public Streets and Alley) = 34,311 square feet (0.79 acres)
Maximum Floor Area Ratio:	7.0
Maximum Number of Residential Units:	210
Maximum Site Coverage:	In accordance with Site Plan
Minimum Number of Off-Street Parking Spaces:	220
	In the event that fewer dwelling units are built at the time of Part II approval, the total number of parking spaces may be reduced. A minimum of .75 parking space per unit ratio shall be maintained
Minimum Building Setbacks:	In accordance with Site Plan
Maximum Building Height:	In accordance with Building Elevations

Existing Zoning Map.



Applicant 1400 South Michigan, LLC

Applicant Address 7880 N Lincoln Avenue
Skokie, IL 60077

Submitted June 10, 2004

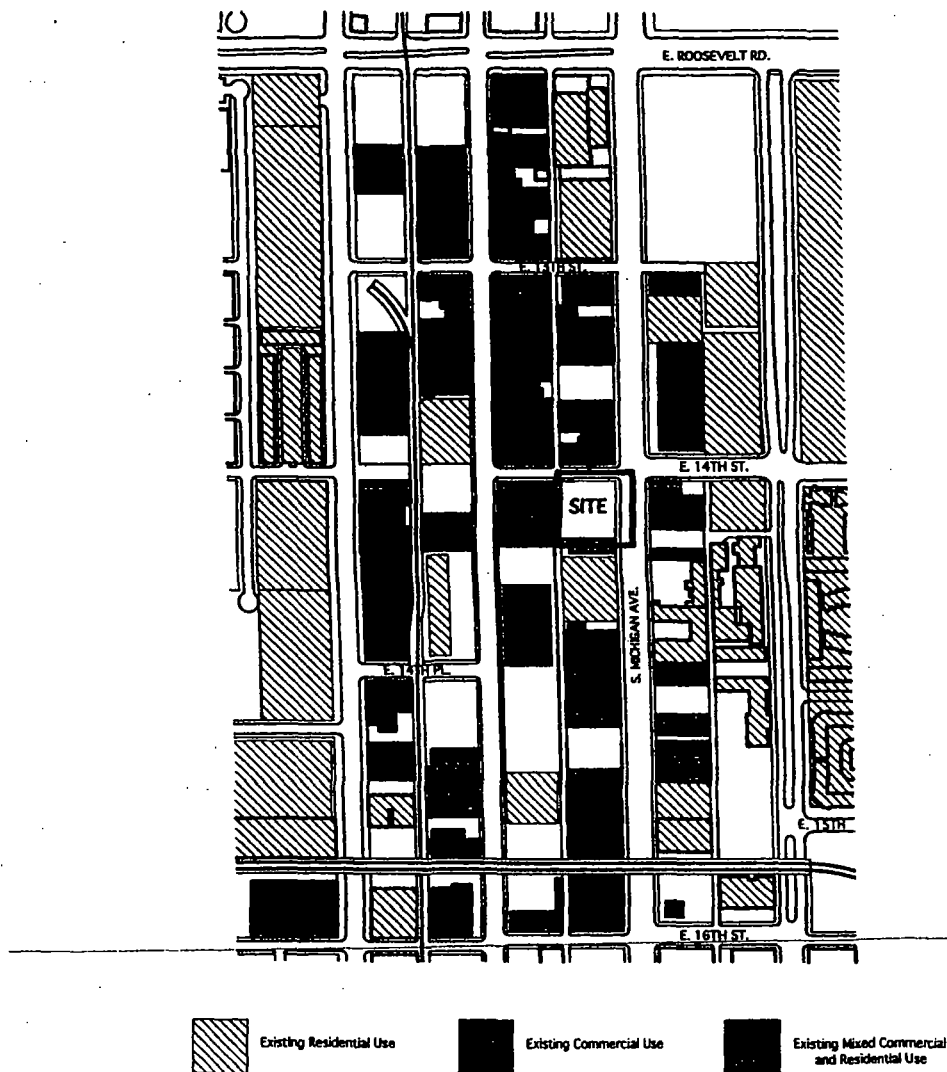
Revised



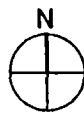
Existing Zoning Map

Project Address
1400-1410 S Michigan Ave
& 1416-1418 S Michigan Ave

Land-Use Map.



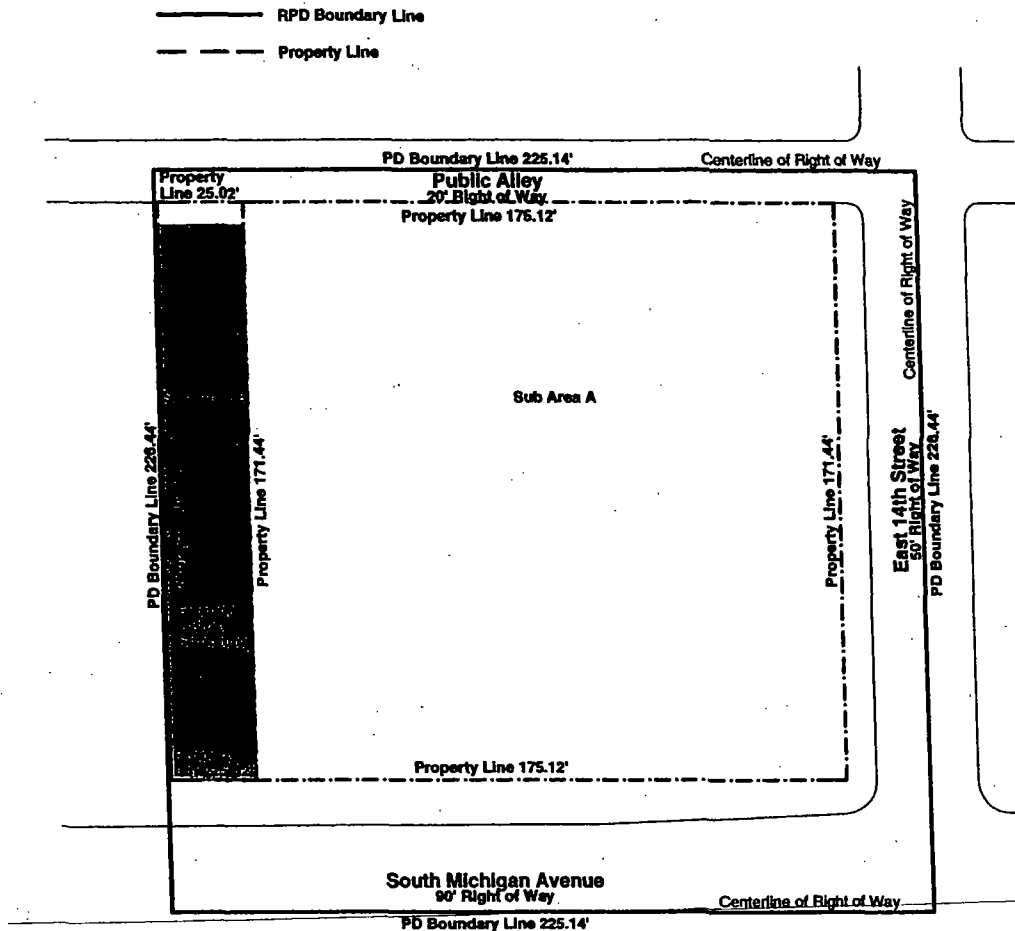
Applicant 1400 South Michigan, LLC
 Applicant Address 7880 N Lincoln Avenue
 Skokie, IL 60077
 Submitted June 10, 2004
 Revised



Land Use Map

Project Address
 1400-1410 S Michigan Ave
 & 1416-1418 S Michigan Ave

Boundary Map.



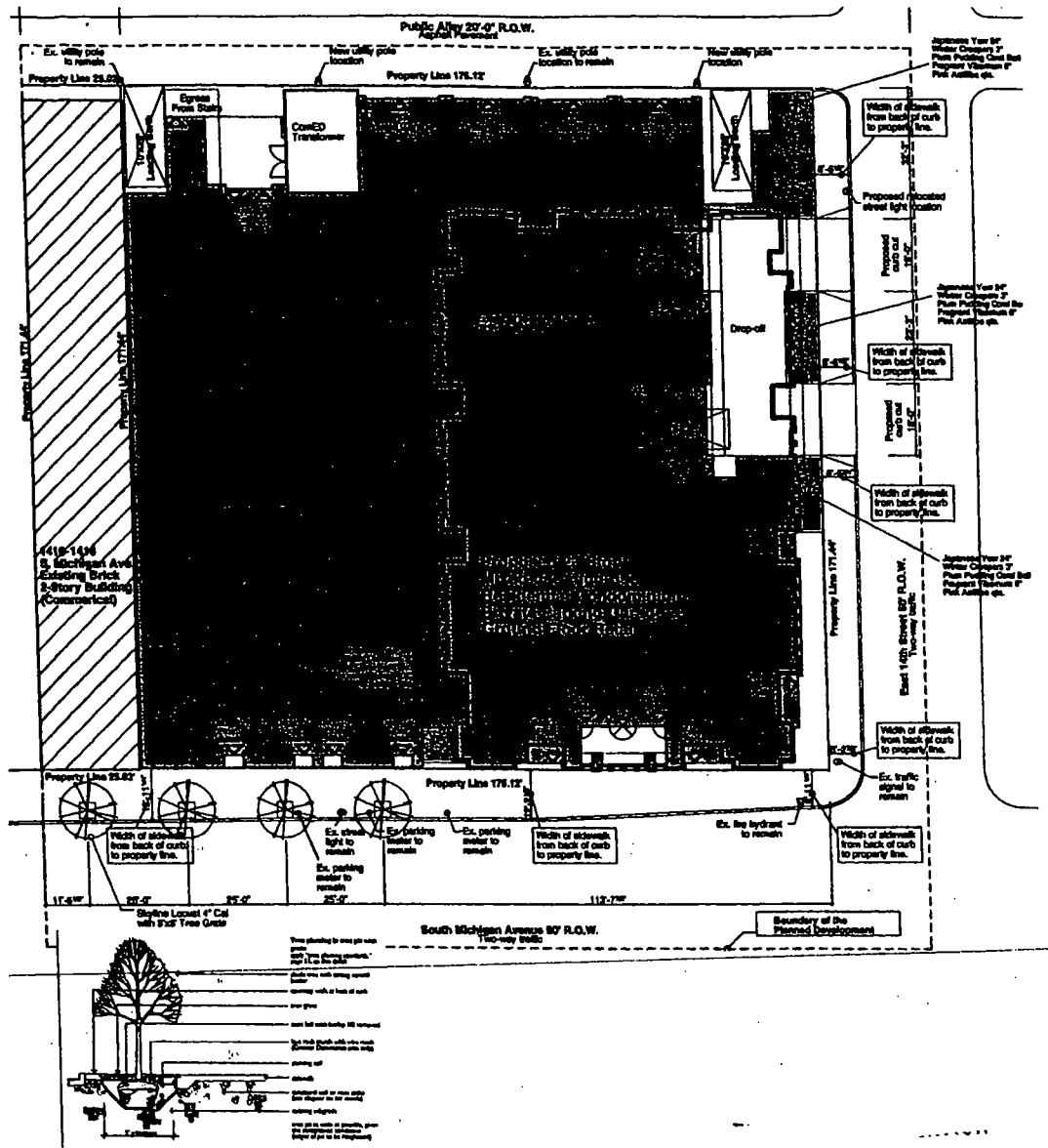
Applicant 1400 South Michigan, LLC
Applicant Address 7880 N Lincoln Avenue
Skokie, IL 60077
Submitted June 10, 2004
Revised



Boundary Map

Project Address
1400-1410 S Michigan Ave
& 1416-1418 S Michigan Ave

Landscape Plan.



Applicant 1400 South Michigan, LLC

Applicant Address 7880 N Lincoln Avenue
Skokie, IL 60077

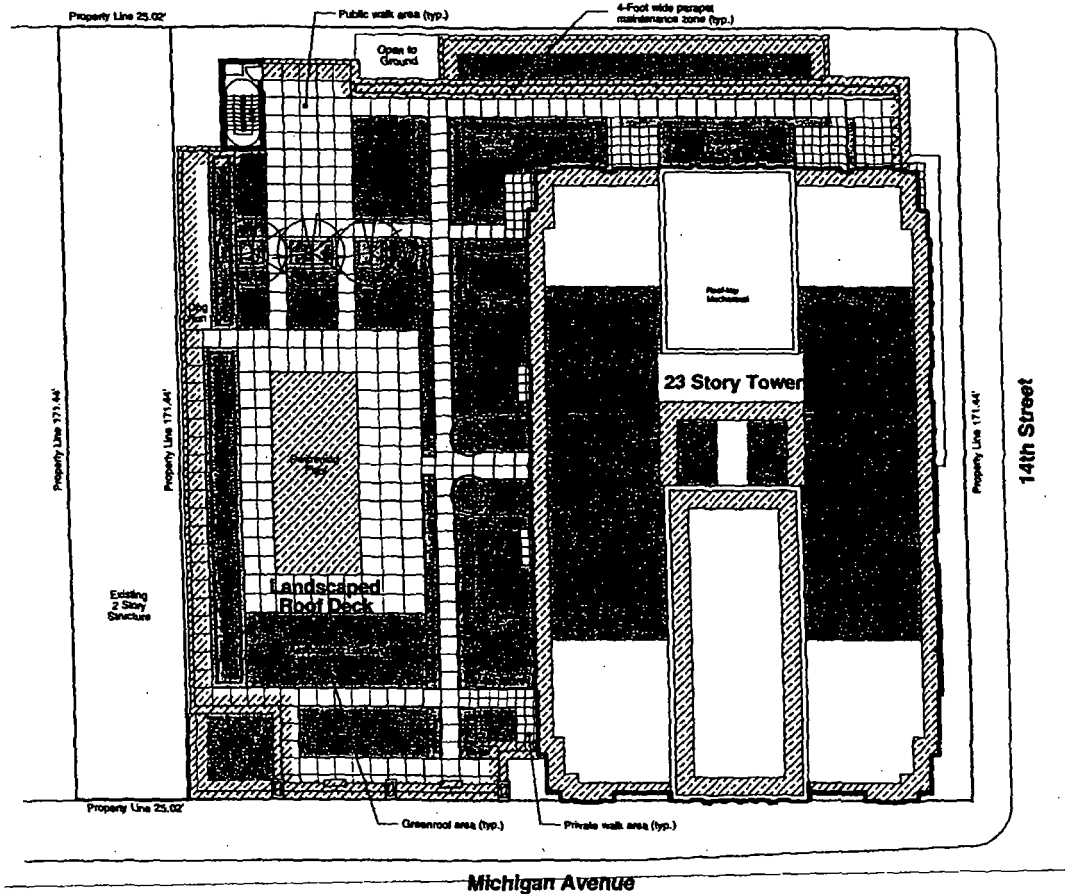
Submitted June 10, 2004

Revised

Landscape Plan

Project Address
1400-1410 S Michigan Ave
& 1416-1418 S Michigan Ave

Green Roof Plan.



Total Roof Area: 12,035 sq. ft. Note: Not including existing structure roof, 4' parapet, mechanical equipment maintenance area, swimming pool and major mechanical equipment areas.

5th Floor Landscape Roof: 6,177 sq. ft. 51.3% of applicable roof area

Applicant: 1400 South Michigan, LLC

Applicant Address: 7880 N Lincoln Avenue
Skokie, IL 60077

Submitted: June 10, 2004

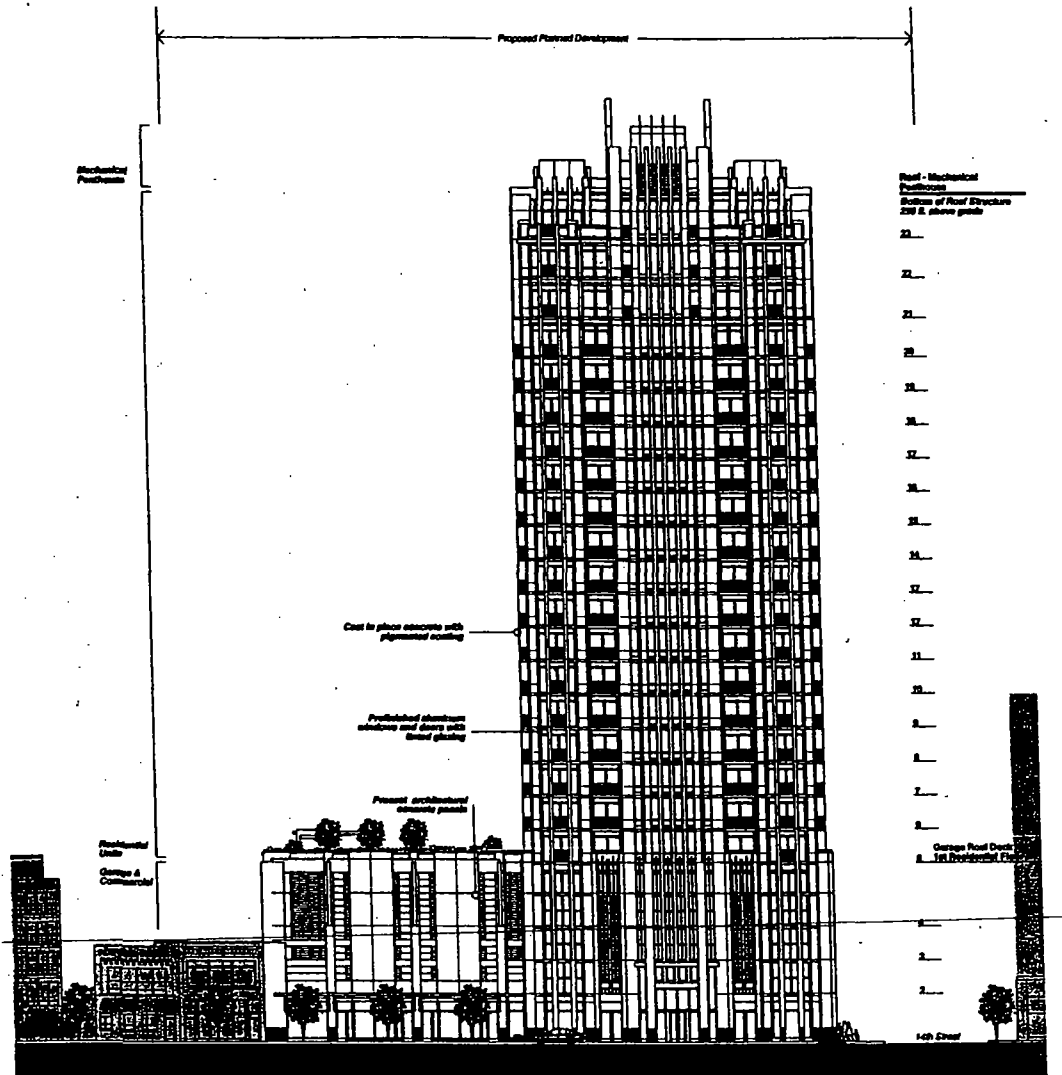
Revised

Green Roof Plan

Project Address
1400-1410 S Michigan Ave
& 1416-1418 S Michigan Ave



East Elevation.

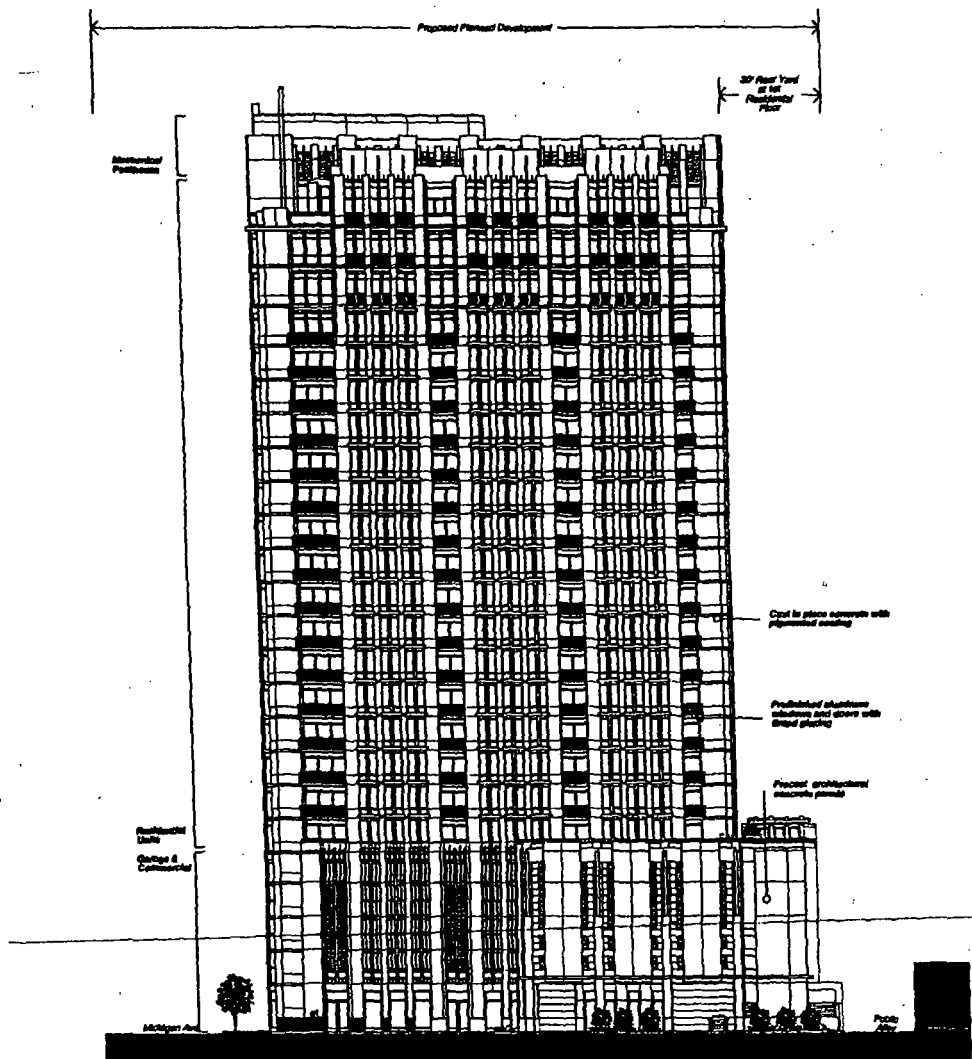


Applicant 1400 South Michigan, LLC
 Applicant 7880 N Lincoln Avenue
 Address Skokie, IL 60077
 Submitted June 10, 2004

East Elevation

Project Address
 1400-1410 S Michigan Ave
 & 1416-1418 S Michigan Ave

North Elevation.

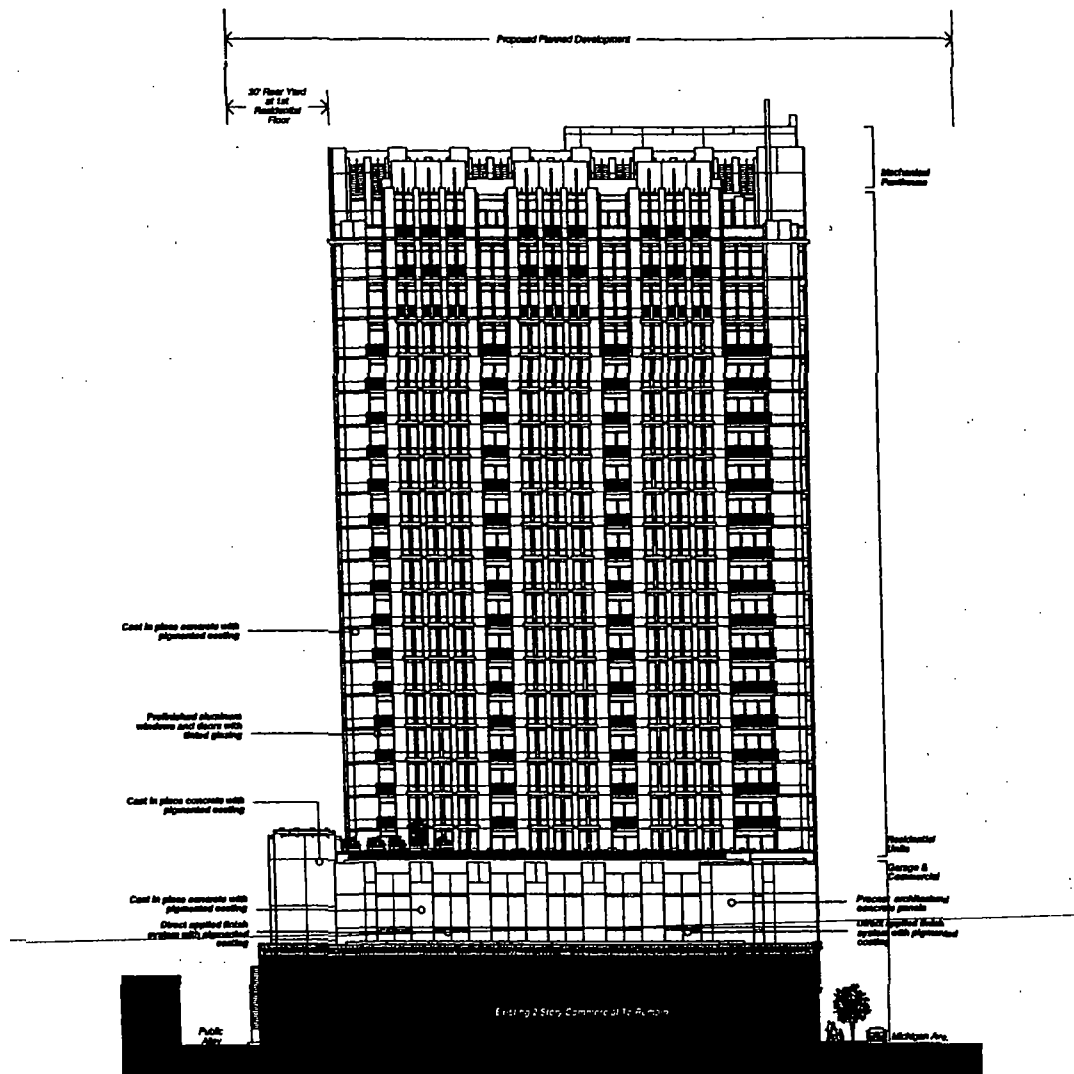


Applicant 1400 South Michigan, LLC
Applicant Address 7880 N Lincoln Avenue
Skokie, IL 60077
Submitted June 10, 2004
Revised

North Elevation

Project Address
1400-1410 S Michigan Ave
& 1416-1418 S Michigan Ave

South Elevation.



Applicant 1400 South Michigan, LLC

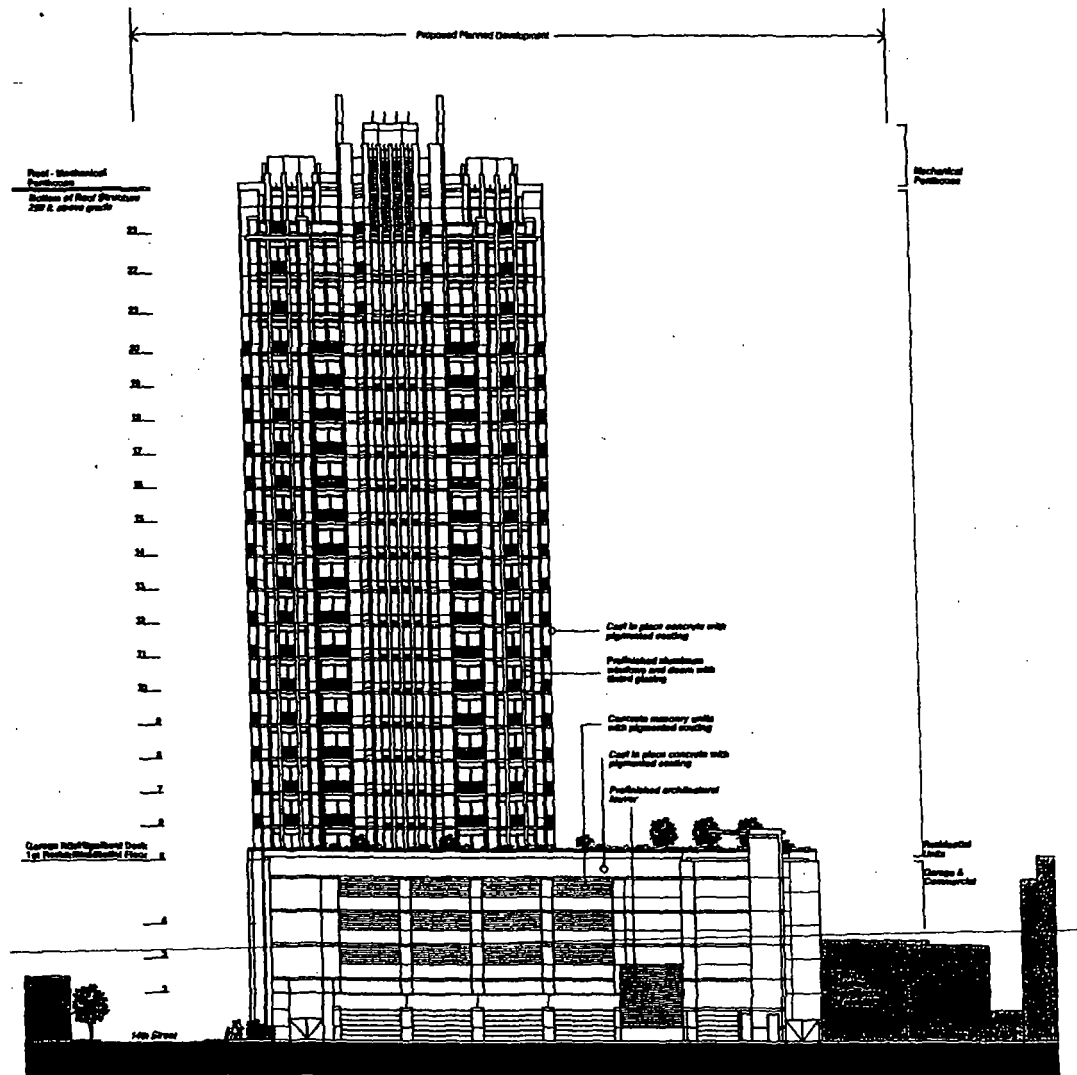
Applicant Address 7880 N Lincoln Avenue
Skokie, IL 60077

Submitted June 10, 2004

South Elevation

Project Address
1400-1410 S Michigan Ave
& 1416-1418 S Michigan Ave

West Elevation



Applicant 1400 South Michigan, LLC

Applicant Address 7880 N Lincoln Avenue
Skokie, IL 60077

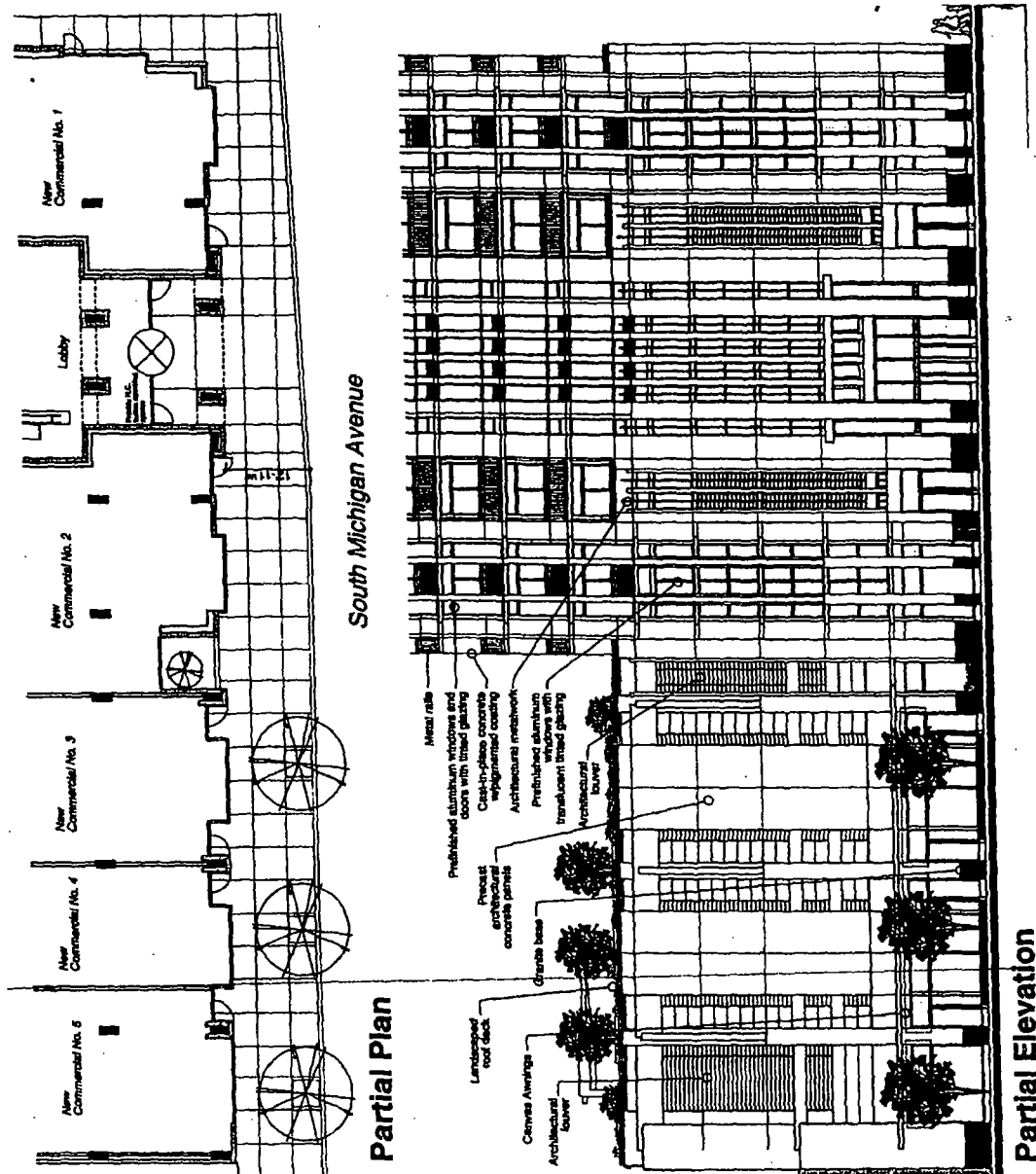
Submitted June 10, 2004

Revised

West Elevation

Project Address
1400-1410 S Michigan Ave
& 1416-1418 S Michigan Ave

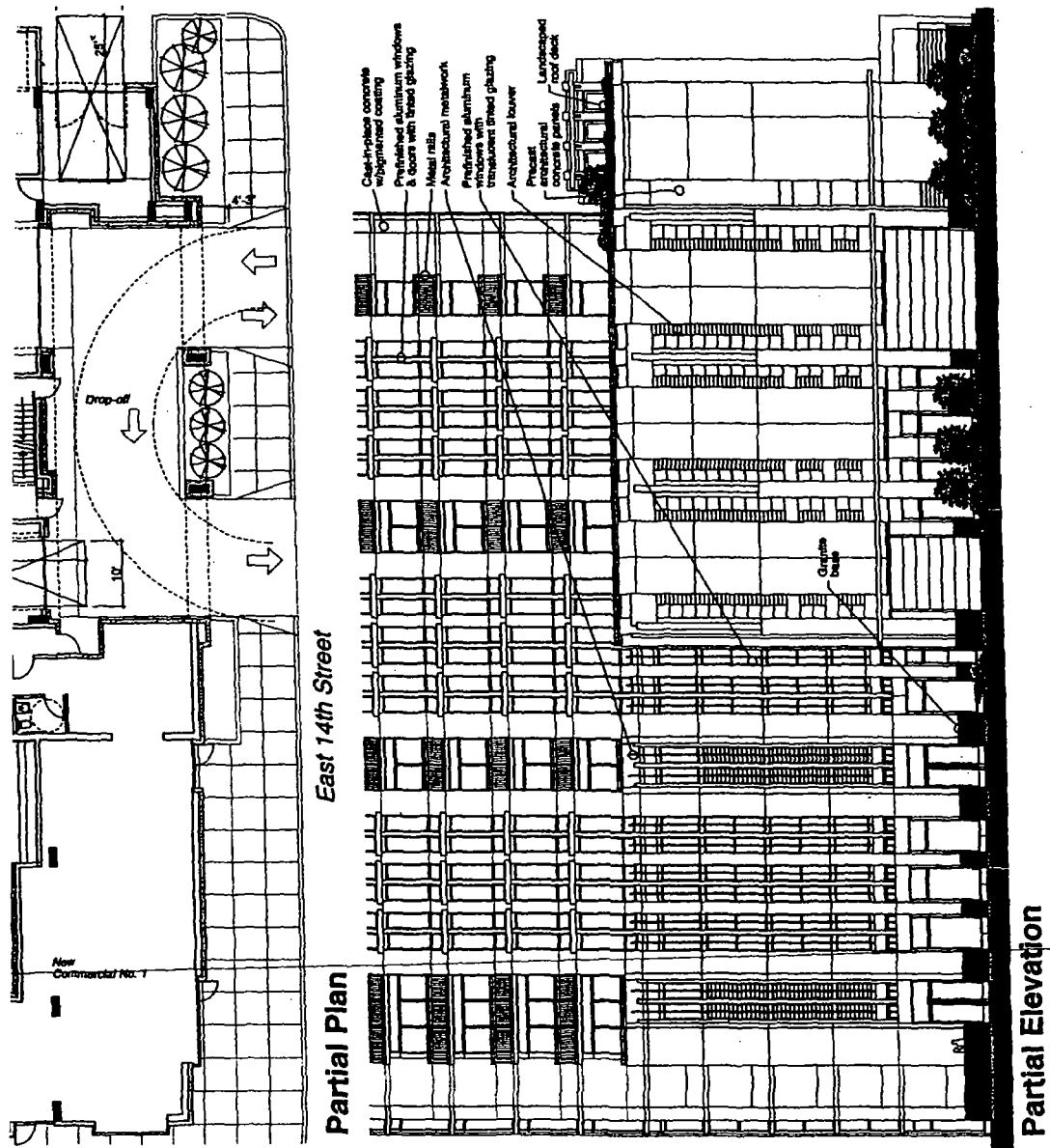
South Michigan Avenue Plan/Elevation.



Applicant 1400 South Michigan, LLC
 Applicant Address 7880 N Lincoln Avenue
 Skokie, IL 60077
 Submitted June 10, 2004

S. Michigan Ave. Plan/Elevation

Project Address
 1400-1410 S Michigan Ave
 & 1416-1418 S Michigan Ave

East 14th Street Plan/Elevation.

Applicant 1400 South Michigan, LLC
 Applicant Address 7880 N Lincoln Avenue
 Skokie, IL 60077
 Submitted June 10, 2004

E. 14th St. Plan/Elevation

Project Address
 1400-1410 S Michigan Ave
 & 1416-1418 S Michigan Ave

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14353)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 80.23 feet north of and parallel to West Bloomingdale Avenue; North Paulina Street; a line 55.23 feet north of and parallel to West Bloomingdale Avenue; and the public alley next west of and parallel to North Paulina Avenue,

to those of an R5 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 14311)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 43 feet north of and parallel to West Wabansia Avenue; North Artesian Avenue; West Wabansia Avenue; and the alley next west of North Artesian Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 14405)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 72 feet east of and parallel to North Campbell Avenue; the public alley next north of and parallel to West Bloomingdale Avenue; a line 120 feet east of and parallel to North Campbell Avenue; and West Bloomingdale Avenue,

to those of an R5 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 14434)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 175 feet south of and parallel to West Altgeld Street; the 14 foot north/south public alley east of and parallel to North Talman Avenue; a line 200 feet south of and parallel to West Altgeld Street; and North Talman Avenue,

to those of an R4 District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-K.
(Application Number 14421)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 6-K in the area bounded by:

the public alley next west of and parallel to South Pulaski Road; a line 77.95 feet north of and parallel to West 30th Street; South Pulaski Road; and a line 52.95 feet north of and parallel to West 30th Street,

to those of a B4-1 Restricted Service District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-F.
(As Amended)
(Application Number A-5448)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R6 General Residence District symbols and indications as shown on Map Number 7-F in the area bounded by:

West Barry Avenue; North Pine Grove Avenue; a line 94 feet west of and parallel to North Pine Grove Avenue; West Wellington Avenue; the public alley next north of and parallel to West Wellington Avenue; and a line 126.06 feet west of and parallel to North Pine Grove Avenue,

to those of an R5 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-H.
(Application Number 14406)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 7-H in the area bounded by:

West Wellington Avenue; a line 111.23 feet east of and parallel to North Honore Street; a line 58.03 feet south of and parallel to West Wellington Avenue; and North Honore Street,

to those of an R3 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-J.
(As Amended)
(Application Number 14446)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 7-J in the area bounded by:

the public alley next north of and parallel to West Diversey Avenue; a line 25 feet east of and parallel to North Drake Avenue; West Diversey Avenue; and North Drake Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-O.
(Application Number 14427)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R2 Single-Family Residence District symbols and indications as shown on Map Number 7-O in the area bounded by:

a line 300 feet south of and parallel to West Barry Avenue; a line 133.21 feet east of and parallel to North Oleander Avenue; a line 360 feet south of and parallel to West Barry Avenue; and North Oleander Avenue,

to those of an R3 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-G.
(As Amended)
(Application Number 14374)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 195 feet south of and parallel to West Waveland Avenue; the public alley next east of and parallel to North Sheffield Avenue; a line 255 feet south of and parallel to West Waveland Avenue; and North Sheffield Avenue,

to those of B4-3 Restricted Service District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-G.
(Application Number 14438)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B4-2 Restricted Service District symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 200 feet north of and parallel to West Grace Street; a line 308.69 feet east of and parallel to North Fremont Street; West Grace Street; and a line 168.69 feet east of and parallel to North Fremont Street,

to those of an B5-4 General Service District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-H.
(Application Number 14400)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R3 General Residence District symbols as shown on Map Number 9-H in the area bounded by:

the public alley next north of and parallel to West Melrose Street; a line 48 feet west of and parallel to North Paulina Street; West Melrose Street; and a line 72 feet west of and parallel to North Paulina Street,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 9-H.
(Application Number A-5451)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-3 Restricted Retail District symbols and indications as shown on Map Number 9-H in area bounded by:

West Addison Street; North Ravenswood Avenue; the alley next south of West Addison Street; a line 163.03 feet west of and parallel to North Ravenswood Avenue; and a line 155.53 feet west of and parallel to North Ravenswood Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-J.
(Application Number A-5415)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all R2 Residential District symbols and indications as shown on Map Number 9-J in the area bounded by:

a line 150 feet south of West Waveland Avenue; North Pulaski Road; a line 200 feet south of West Waveland Avenue; and the alley next east of North Pulaski Road,

to those of a B4-1 Restricted Business District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-E.
(Application Number 14437)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 10-E in the area bounded by:

the alley next north of and parallel to East 44th Street; the alley next west of and parallel to South Cottage Grove Avenue; East 44th Street; and a line 150 feet west of and parallel to South Cottage Grove Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-E.
(Application Number A-5545)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 10-E in the area bounded by:

the public alley next north of and parallel to East 45th Street; South St. Lawrence Avenue; East 45th Street; and a line 81 feet west of and parallel to South St. Lawrence Avenue,

to those of an R5 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 10-E.

(As Amended)

(Application Number A-5561)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-4 General Retail District symbols and indications as shown on Map Number 10-E in the area bounded by:

a line 115.16 feet north of and parallel to West 47th Street; the alley next east of and parallel to South Dr. Martin Luther King, Jr. Drive; West 47th Street; and South Dr. Martin Luther King, Jr. Drive,

to those of a C2-4 General Commercial District in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-H.

(Application Number 14402)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map Number 11-H for the area legally described as:

Lot 226 in Rudolph's Subdivision of Blocks 4 and 5 in W.B. Ogden's Subdivision of the southwest quarter of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 12-F.
(Application Number 14426)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 12-F in the area bounded by:

the public alley next north of and parallel to West 50th Street; a line 174 feet west of and parallel to South Union Avenue; West 50th Street; and a line 349 feet west of and parallel to South Union Avenue,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 12-L.
(Application Number 14422)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 12-L in the area bounded by:

a line 130 feet north of and parallel to West 53rd Place; South Laramie Avenue; a line 100 feet north of and parallel to West 53rd Place; and the public alley next west of and parallel to South Laramie Avenue,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 11-L.
(Application Number A-5450)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 11-L in the area bounded by:

a line 110 feet south of West Agatite Avenue (as measured along the east line of North Milwaukee Avenue); the public alley next east of and parallel to North Milwaukee Avenue; a line 205 feet southeast of West Agatite Avenue (as measured along the east line of North Milwaukee Avenue); and North Milwaukee Avenue,

to those of a B2-1 Restricted Retail District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 13-H.
(As Amended)
(Application Number 14389)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District and M1-1 Restricted Manufacturing District symbols and indications as shown on Map Number 13-H in the area bounded by:

a line 365 feet south of the south line of West Bryn Mawr Avenue; a line ending 46.42 feet west of the west line of the Chicago Northwestern Railway right-of-way (said line, being 30.24 feet long and travelling southwesterly beginning at a point at the intersection of a line 365 feet south of the south line of West Bryn Mawr Avenue and a line approximately 44 feet west of the west line of the Chicago Northwestern Railway right-of-way and ending at a point at the intersection of a line approximately 395.24 feet south of the south line of West Bryn Mawr

Avenue and a line approximately 46.42 feet west of the west line of the Chicago Northwestern Railway right-of-way); a line approximately 395.24 feet south of the south line of West Bryn Mawr Avenue; the west line of the Chicago Northwestern Railway right-of-way; West Balmoral Avenue; and a line 121.45 feet west of the west line of the Chicago Northwestern Railway right-of-way,

to those of a C1-2 Restricted Commercial District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 13-H in the area bounded by:

a line 365 feet south of the south line of West Bryn Mawr Avenue; a line 46.42 feet west of the west line of the Chicago Northwestern Railway right-of-way (said line, being 30.24 feet long, travelling southwesterly and beginning at a point at the intersection of a line 365 feet south of the south line of West Bryn Mawr Avenue and a line approximately 44 feet west of the west line of the Chicago Northwestern Railway right-of-way and ending at a point at the intersection of a line approximately 395.24 feet south of the south line of West Bryn Mawr Avenue and a line approximately 46.42 feet west of the west line of the Chicago Northwestern Railway right-of-way); a line approximately 395.24 feet south of the south line of West Bryn Mawr Avenue; the west line of the Chicago Northwestern Railway right-of-way; West Balmoral Avenue; and a line 121.45 feet west of the west line of the Chicago Northwestern Railway right-of-way,

to those of an Institutional Planned Development, which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development (the "Property") consists of approximately one hundred four thousand eight

hundred nineteen (104,819) square feet (approximately two and forty-one hundredths (2.41) acres of land area) and is depicted on the attached Planned Development Boundary and Property Line Map. The Property is owned by Balmoral Properties, L.L.C., an Illinois limited liability company (the "Owner"). Rogers Park Montessori School, an Illinois not-for-profit corporation (the "Applicant"), is the contract purchaser of the Property and makes this application with the consent of the Owner. These plan of development statements, together with the exhibits hereto, and this ordinance, may hereafter be referred to as the "Planned Development".

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this Planned Development. Any dedication or vacation of streets or alleys or easements and any adjustment of rights-of-way shall require a separate submittal by the Applicant and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholder(s), ground lessor(s), ground lessees and lessees of the Property. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder(s), ground lessor(s), ground lessees and lessees. Pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, the Property shall be under single ownership or under single designated control. Single designated control for purposes of this Statement 3 shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all of the owners of the Property. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred, the term the Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder with respect to the portion of the Property so transferred.

4. This Planned Development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map, an Existing Land-Use Map; and a Planned Development Boundary and Property Line Map, prepared by Okrent & Associates, Inc. and dated July 15, 2004; a Site and Landscape Plan; a Site and Landscape Plan -- Proposed Initial Construction and Future Addition; Exterior Elevations; a Roof Plan; and a Green Building Plan, prepared by OWP/P Architects and dated July 15, 2004. Full size sets of the Site and Landscape Plan and Exterior Elevations are on file with the Department of Planning and Development (the "Department"). These and no other zoning controls shall apply to the Property. This Planned Development conforms with the intent and purposes of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
5. The following uses of the Property shall be permitted: schools, including but not limited to nursery, elementary and high schools; playgrounds and athletic fields incidental to school uses; day care facilities; parks and playgrounds (private); accessory parking uses; and uses related or accessory to any of the foregoing uses, included but not limited to food service and cafeterias.
6. Institutional identification signs shall be permitted upon the Property subject to the review and approval of the Department. Temporary signs such as construction signs, marketing signs, and temporary identification signs shall be permitted, subject to the review and approval of the Department.
7. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Chicago Department of Transportation ("C.D.O.T.") in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the reasonable review and approval of C.D.O.T. and of the Department. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Off-street parking and loading facilities shall be provided in compliance with this Planned Development. A minimum of two percent

(2%) of all parking spaces provided pursuant to this Planned Development shall be designated and designed for parking for the handicapped.

8. In addition to the maximum heights of the buildings and any appurtenances attached thereto described in this Planned Development, the height of any improvements shall also be subject to height limitations as certified and approved by the Federal Aviation Administration.
9. For purposes of floor area ratio calculations, the definitions in the Chicago Zoning Ordinance in effect as of the filing date of this Planned Development shall apply.
10. The improvements on the Property, including landscaping along the adjacent rights-of-way and all entrances and exists to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the exhibits described in Statement 4 of this Planned Development. The Applicant shall comply with the parkway tree planting provisions of the Chicago Zoning Ordinance. The applicable building elevations may be modified, so long as they remain generally consistent with the nature and design of the improvements contemplated by this Planned Development.
11. Prior to issuance by the Department of Planning and Development of a determination pursuant to Section 11.3-3(c) of the Chicago Zoning Ordinance ("Part II approval") for the expansion of the building as depicted on the Site Plan and Landscape Plan -- Proposed Initial Construction and Future Addition, site plans for the proposed expansion development shall be submitted to the Commissioner of the Department of Planning for Site Plan approval. Site Plan approval shall solely be required for expansion of the building as depicted on the Site Plan and Landscape Plan -- Proposed Initial Construction and Future Addition. All future expansion shall be subject to the provisions of this Planned Development and all relevant Ordinances and City policies in effect at the time of submittal. Site Plan approval is intended to assure that the expansion conforms to this Planned Development, as well as relevant Ordinances and City policies, and to assist the City in monitoring on-going development. Materials submitted for Site Plan approval shall, at a minimum, provide the following information:
 - a. boundaries of development parcels;
 - b. building footprints;
 - c. dimensions of all setbacks;

- d. location and depiction of all parking spaces (including relevant dimensions);
- e. location and depiction of all loading berths (including relevant dimensions);
- f. all drives, roadways, and vehicular routes;
- g. all landscaping (including species and size);
- h. all pedestrian circulation routes and points of ingress/egress (including sidewalks);
- i. all site statistics applicable to the development parcel or parcels, including:
 - (1) floor area and floor area ratio as represented on submitted drawings;
 - (2) number of parking spaces provided;
 - (3) number of loading berths provided; and
 - (4) uses of development of parcel;
- j. parameters of the building envelope, including:
 - (1) maximum building height; and
 - (2) setbacks and vertical setbacks, required and provided.

The Site Plan approval materials shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development and any City Ordinances or policies in effect at the time of the submission of the request for Site Plan approval. Following approval by the Commissioner, the approved Site Plan(s) shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development. The approved Site Plans may be changed or modified pursuant to the minor change provisions of Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The requirements of the Planned Development may be modified administratively by the Commissioner of the Department (the "Commissioner") upon application and a determination by the

Commissioner that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a reduction in periphery setbacks and an increase of the maximum percent of land covered.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. The Applicant shall use reasonable efforts to design, construct and maintain all buildings located within the Property in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. Prior to issuance by the Department of Planning and Development of a determination pursuant to Section 11.3-3(c) of the Chicago Zoning Ordinance ("Part II approval") for development within this Planned Development, the Applicant shall submit to the Commissioner documentation of building features and programs listed on the Green Building Plan. The Applicant shall install and maintain a vegetative (green) roof on at least ten percent (10%) of the net flat roof areas of the building. Net flat roof area is defined as the area of flat roof, less those areas devoted to roof-top mechanical equipment, mechanical penthouses, and any perimeter setback required by City Code.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
15. Unless substantial construction as contemplated by this Planned Development has commenced within six (6) years of the effective date hereof and unless completion of those improvements is thereafter diligently pursued, then this Planned Development shall expire and the zoning of the Property shall automatically revert to the M1-1 Restricted Manufacturing

District and M2-2 General Manufacturing District classifications as provided on Map Number 13-H of the 2003 Chicago Zoning Ordinance. The six (6) year period may be extended for up to one (1) additional year if, prior to expiration, the Commissioner of the Department determines that cause for an extension is shown.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary And Property Line Map; Site And Landscape Plans; Exterior Elevations; Roof Plan; and Green Roof Plan referred to in these Planned of Development Statements Printed on pages 30623 through 30633 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

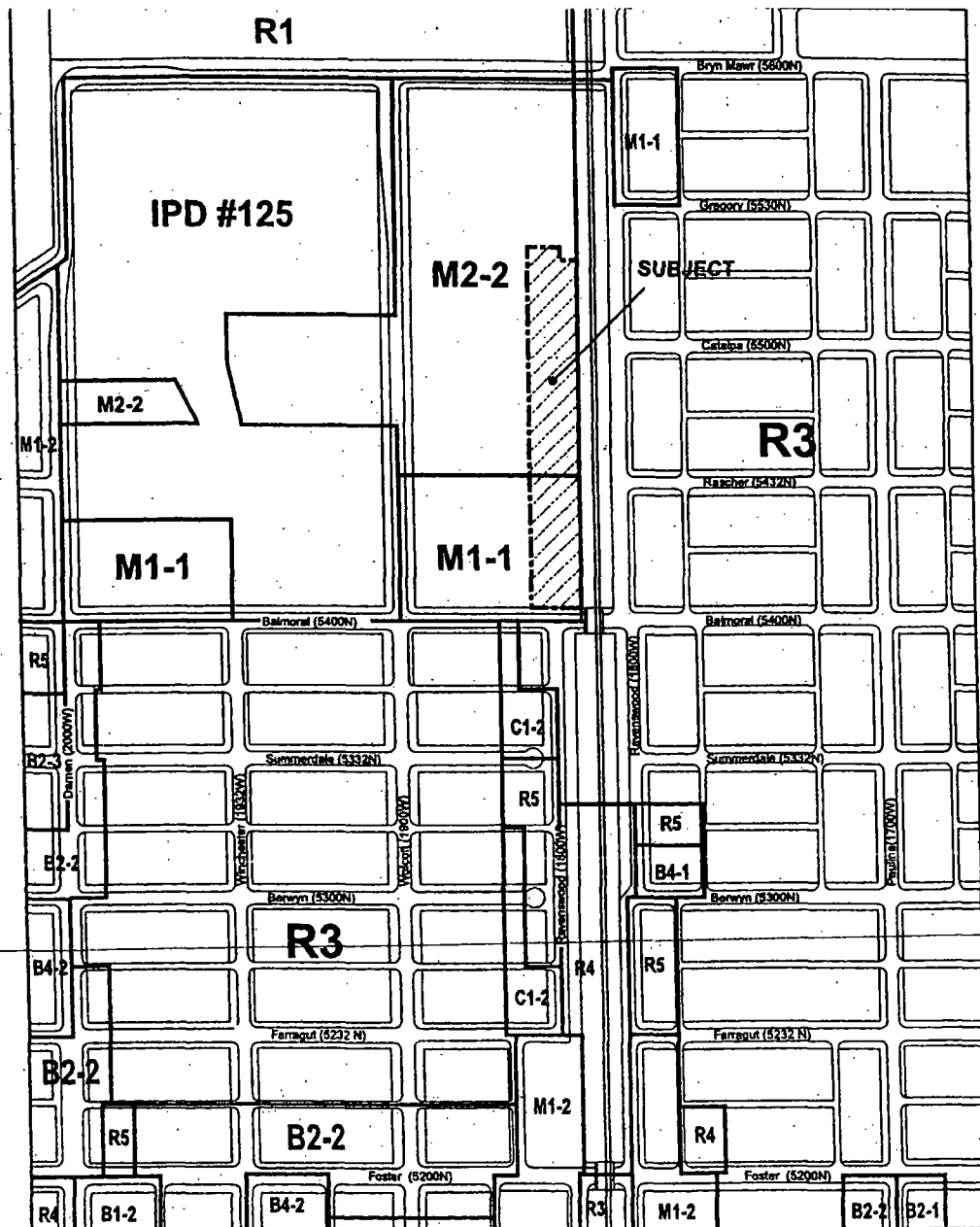
Institutional Planned Development Number ____.

Bulk Regulations And Data Table.

Gross Site Area (108,827 square feet) = Net Site Area (104,814 square feet) + Area Remaining in Public Right-of-Way (4,008 square feet).

Maximum Floor Area Ratio:	0.70
Minimum Number of Off-Street Loading Spaces:	1
Minimum Number of Off-Street Parking Spaces:	33
Minimum Required Setbacks:	In accordance with the Site Plan
Maximum Building Height:	In accordance with the Exterior Elevations
Maximum Percentage of Site Coverage:	In accordance with the Site Plan

Existing Zoning Map.



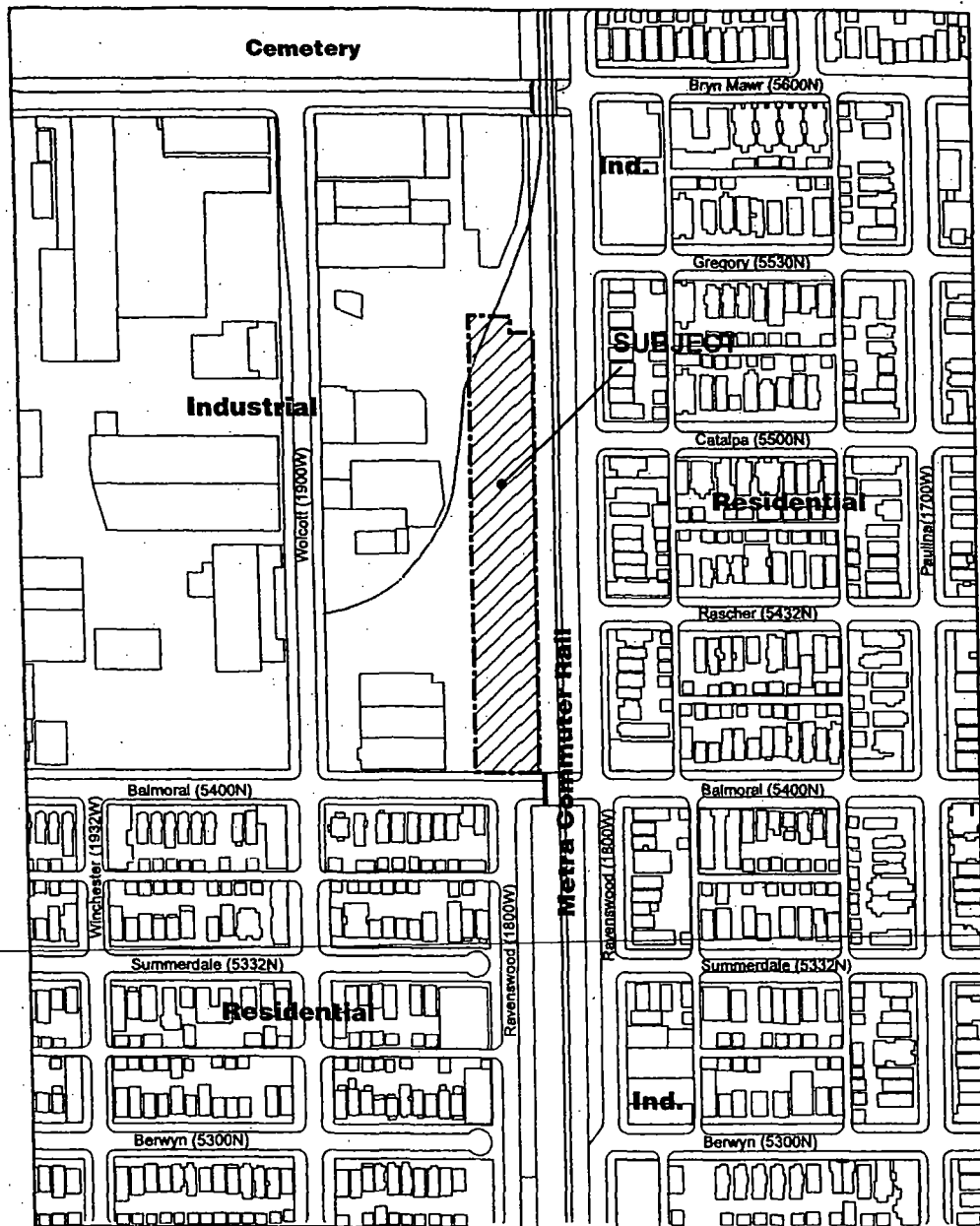
APPLICANT: Rogers Park Montessori School
 ADDRESS: 1800 West Balmoral Avenue
 Chicago, IL 60640

DATE: May 26, 2004
 REVISED: July 15, 2004

Existing Zoning Map



Existing Land-Use Map.



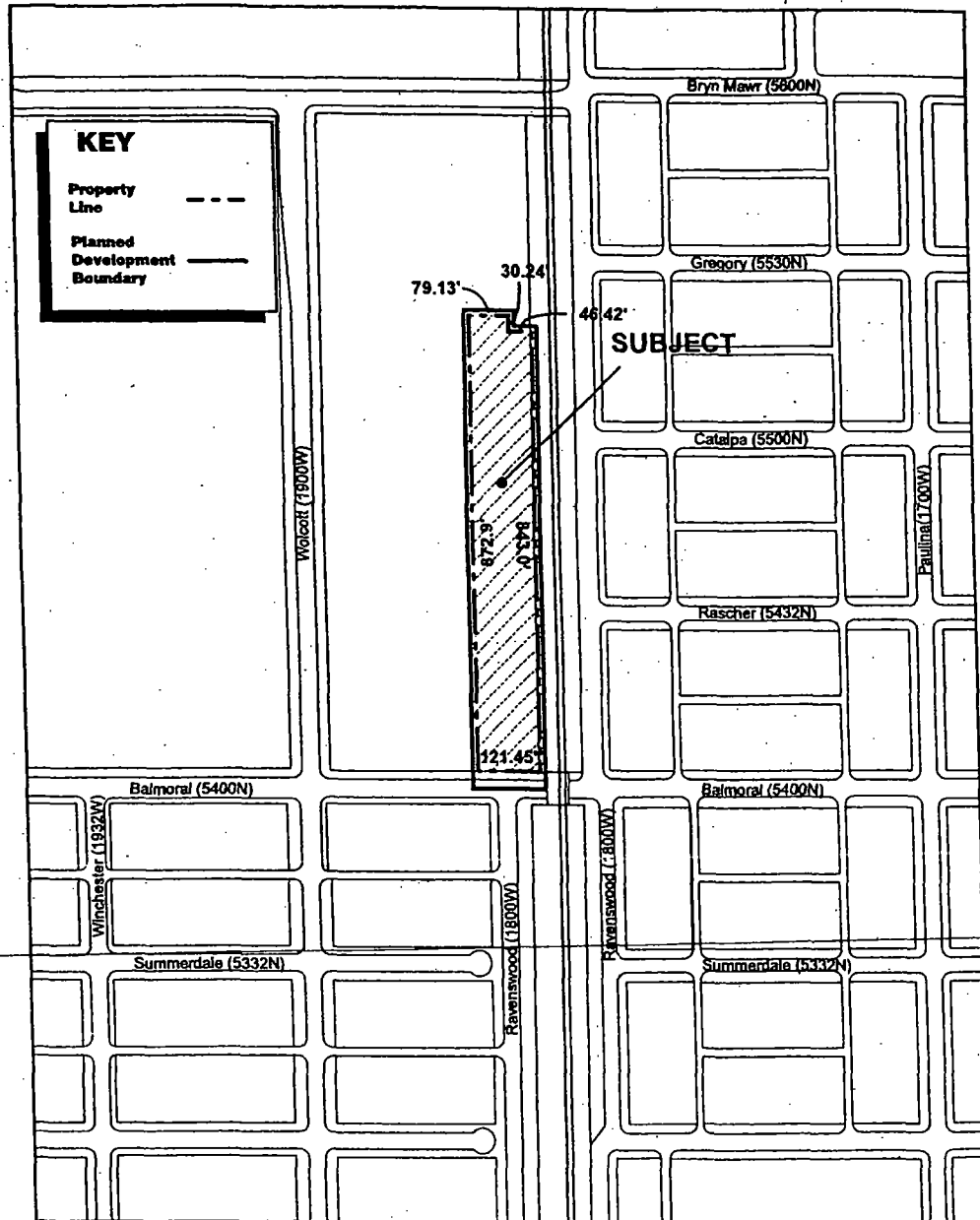
APPLICANT: Rogers Park Montessori School
ADDRESS: 1800 West Balmoral Avenue
Chicago, IL 60640

DATE: May 26, 2004
REVISED: July 15, 2004

Existing Land Use Map



Planned Development Boundary
And Property Line Map.



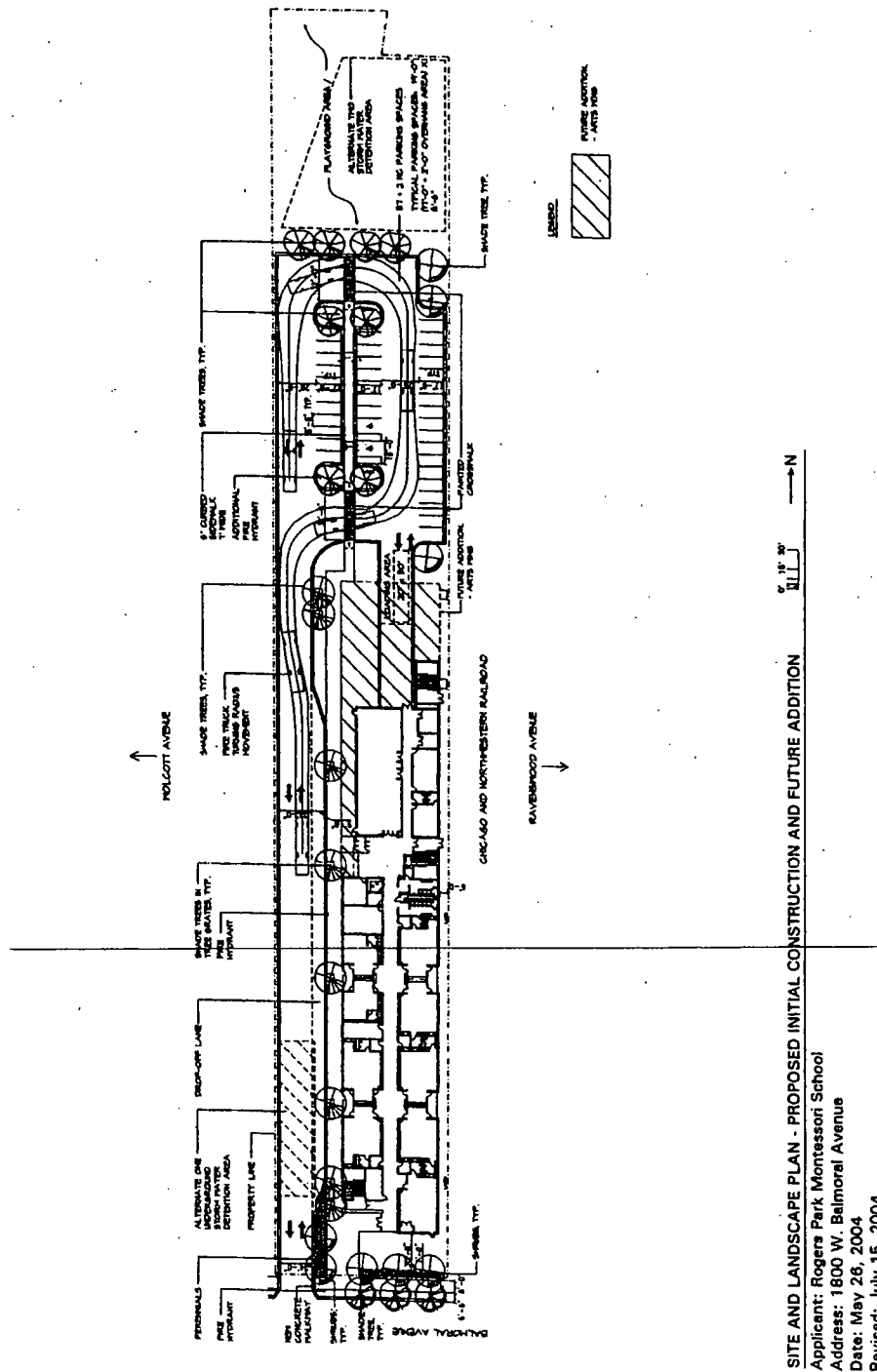
APPLICANT: Rogers Park Montessori School
ADDRESS: 1800 West Balmoral Avenue
Chicago, IL 60640

DATE: May 26, 2004
REVISED: July 15, 2004

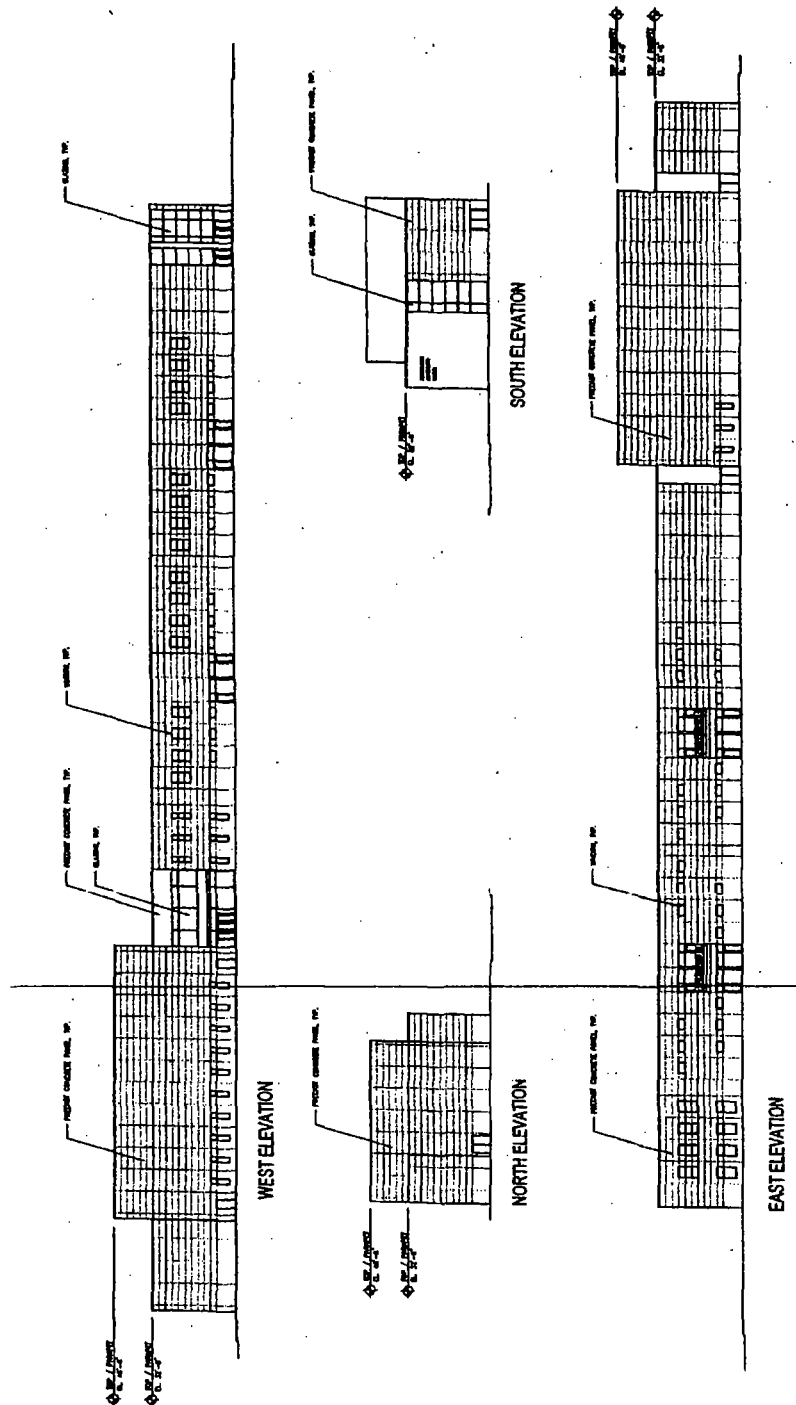
Planned Development Boundary
and Property Line Map



Site And Landscape Plan -- Proposed Initial
Construction And Future Addition.



Exterior Elevations.



EXTERIOR ELEVATIONS



Applicant: Rogers Park Montessori School

Address: 1800 W. Balmoral Avenue

Date: May 26, 2004

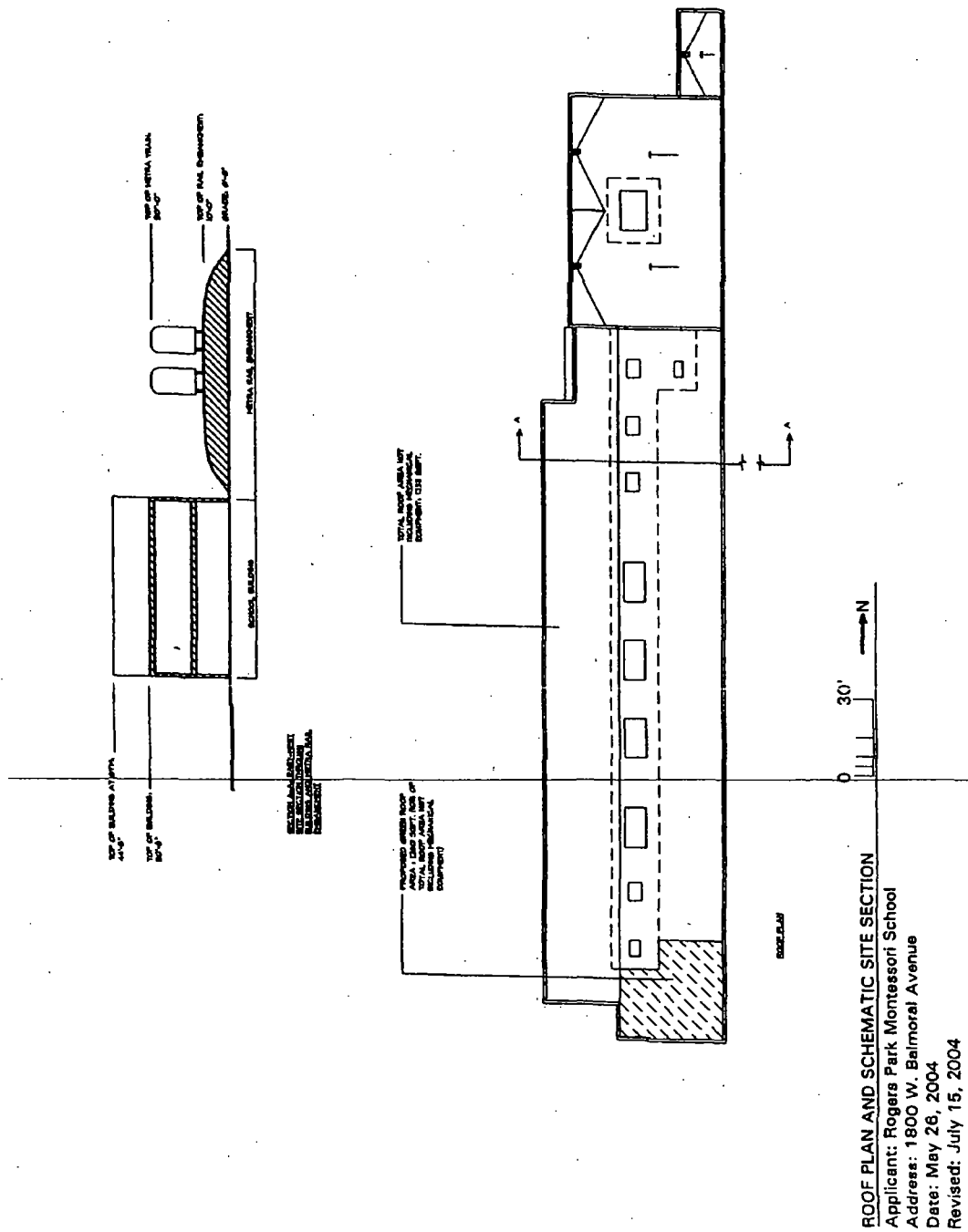
Revised: July 15, 2004

9/1/2004

REPORTS OF COMMITTEES

30629

Roof Plan And Schematic Site Section.



Green Building Plan.
(Page 1 of 4)

Rogers Park Montessori School

LEED Credit			Points				Responsibility		Remarks
Number	Description		Available	Yes	Maybe	No	Design Documents	LEED Submittal Documents	
SS P1	Erosion & Sedimentation Control	Design a sediment and erosion plan which conforms to United States Environmental Protection Agency document No. EPA 832/R-92-005 (Sept. 1992) OR Local erosion standards, whichever is more stringent.		P					
SS C1	Site Selection	Do not develop in environmentally sensitive locations.		1					
SS C4.1	Alternate Transportation: Public Transportation Access	Locate 1/2 mile from commuter rail, light rail, or subway station or 1/4 mile from two or more public or campus bus lines usable by building occupants.		1					
SS C4.3	Alternate Transportation: Alternative Fuel Vehicles	Provide alternative fuel vehicles for 3% of building occupants AND provide preferred parking for these vehicles, OR install alternative-fuel refueling stations for 3% of the total vehicle parking capacity of the site.			1				
SS C4.4	Alternate Transportation: Parking Capacity	Size parking capacity to meet, but not exceed, minimum local zoning requirements AND provide preferred parking for carpools or vanpools capable of serving 5% of the building occupants; OR add no new parking for rehabilitation projects AND provide preferred parking.			1				
SS C5.2	Reduced Site Disturbance: Development Footprint	Reduce development footprint (defined as entire building footprint, access roads and parking) to exceed the local zoning's open space requirement by 25%. For areas with no zoning, designate open space area adjacent to the building that is equal to the development footprint.		1					
SS C6.1	Stormwater Management: Rate and Quantity	If existing imperviousness is less than or equal to 50%, implement a stormwater management plan that prevents the post-development 1.5 year, 24 hour peak discharge rate from exceeding the pre-development 1.5 year 24 hour peak discharge rate OR if existing imperviousness is greater than 50%, implement a stormwater management plan that results in a 25% decrease in the rate and quantity of stormwater runoff.		1					
SS C7.1	Heat Island Effect: Non-Roof	Provide shade (within 5 years) and/or use light-colored/high-albedo materials (reflectance of at least 0.3 and/or open grid pavement for at least 30% of site's non-roof impervious surface OR place a minimum of 50% of parking underground covered by structured parking; OR Use an open grid pavement system (less than 50% impervious) for a minimum of 50% of the parking lot area.		1					
SS C7.2	Heat Island Effect: Roof	Choose ENERGY STAR Roof-compliant (high-reflectance) roofing AND high emissivity roofing (emissivity of at least 0.9 when tested in accordance with ASTM 406) for 75% of roof, OR install a "green" (vegetated) roof for at least 50% of the roof area. Combinations of high albedo and vegetated roof can be used providing they collectively cover 75% of the roof area.		1					

Green Building Plan.
(Page 2 of 4)

Rogers Park Montessori School

LEED Credit			Points				Responsibility		Remarks
Number	Description		Available	Yes	Maybe	No	Design Documents	LEED Submittal Documents	
SS C8	Light Pollution Reduction	Meet or provide lower light levels and uniformity ratios than those recommended by the Illuminating Engineering Society of North America Recommended Practice Manual: Lighting for Exterior Environments (RP-33-99) AND Choose full cut-off site luminaries so no light leaves the site as required.		1					
WE C3.1	Water Use Reduction: 20% Reduction	Employ strategies that in aggregate use 20% less water than the water use baseline calculated for the building (not including irrigation) after meeting the energy Policy Act of 1992 fixture performance requirements.			1				
EA P1	Fundamental Building Systems Commissioning	Implement or have a contract in place to implement the required fundamental best practice commissioning procedures.							
EA P2	Minimum Energy Performance	Design the building to comply with ASHRAE/IESNA Standard 90.1-1999 (without amendments) or the local energy code, whichever is more stringent.		P					
EA P3	CFC Reduction for HVAC&R	Zero use of CFC-based refrigerants in new base building HVAC&R systems. When reusing existing base building HVAC equipment, complete a comprehensive CFC phase-out conversion.		P					
EA C1	Optimize Energy Performance	Reduce design energy cost compared to the energy cost budget for energy systems regulated by ASHRAE/IESNA Standard 90.1-1999 (without amendments), as demonstrated by a whole building simulation using Energy Cost Budget Method described in Section 11 of the standard. If an analysis has been made comparing the proposed design to local energy standards and a defensible equivalency (at minimum) to ASHRAE/IESNA Standards 90.1-1999 has been established, then the comparison against the local code may be used in lieu of the ASHRAE Standard. Regulated systems and method as per requirements.		2	4	4			
EA C3	Additional Commissioning	In addition to the fundamental Building Commissioning prerequisite, implement or have a contract in place to implement the required additional commissioning tasks.					1		
EA C4	Ozone Depletion	Install base building level HVAC and refrigeration equipment and fire suppression systems that do not contain HCFCs or Halons.		1					
EA C5	Measurement & Verification	Install continuous metering equipment for the required end uses. Develop a Measurement and Verification plan that incorporated the monitoring information from the required end-uses and is consistent with Option B, C or D of the 2001 International Performance Measurement & Verification Protocol (IPMVP) Volume I: Concepts and Options for Determining energy and Water Savings.					1		

Green Building Plan.

(Page 3 of 4)

Rogers Park Montessori School

Number	LEED Credit		Points				Responsibility		Remarks
	Description		Available	Yes	Maybe	No	Design Documents	LEED Submittal Documents	
EA C6	Green Power	Provide at least 50% of the building's electricity from renewable sources by engaging in at least a two-year energy contract. Renewable sources are defined by the Center for Resource Solutions (CRS) Green-e products certification requirements.				1			
MR P1	Store & Collect Recyclables	Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals.	P						
MR C2.1	Construction Waste: divert 50% From Landfill	Develop and implement a waste management plan, quantifying diversion goals. Recycle and/or salvage at least 50% of construction, demolition and land clearing waste. Calculations can be done by weight or volume, but must be consistent throughout.			1				
MR C2.2	Construction Waste: divert 75% From Landfill	Recycle additional 25% (75% total) of construction debris.			1				
MR C4.1	Recycled Content: 5% (post-consumer + 1/2 post-industrial)	Use materials with recycled content such that the sum of Post-Consumer recycled content plus one-half of the post industrial content constitutes at least 5% of the total value of the materials in the project. The value of the recycled content portion of a material or furnishing shall be determined by dividing the weight on recycled content in the item by the total weight on all material in the item, then multiplying the resulting percentage by the total value of the item.		1					
MR C4.2	Recycled Content: 10% (post-consumer + 1/2 post-industrial)	Use materials with recycled content such that the sum of Post-Consumer recycled content plus one-half of the post industrial content constitutes at least 10% of the total value of the materials in the project.		1					
MR C5.1	Regional Materials: 20% manufactured regionally	Use a minimum of 20% of building materials manufactured within 500 miles by cost.		1					
MR C7	Certified Wood	Use a minimum of 50% of wood-based materials and products, certified in accordance with the Forest Stewardship Council's Principles and Criteria, for wood building components including, but not limited to structural framing and general dimensional framing, flooring, finishes, furnishings, and non-rented temporary construction applications.		1					
EQ P1	Minimum IAQ Performance	Meet the minimum requirements of voluntary consensus standard ASHRAE 62-1999, ventilation for Acceptable Indoor Air Quality, and approved Addenda (see ASHRAE 62-2001, Appendix H, for a complete compilation of Addenda) using the Ventilation Rate Procedure.	P						

Green Building Plan.
(Page 4 of 4)

Rogers Park Montessori School

LEED Credit			Points				Responsibility		Remarks
Number	Description		Available	Yes	Maybe	No	Design Documents	LEED Submittal Documents	
EQ P2	Environmental Tobacco Smoke (ETS) Control	Zero exposure of non-smokers to ETS by complying with prescriptive requirements.		P					
EQ C1	Carbon Dioxide (CO2) Monitoring	Install a permanent carbon dioxide (CO2) monitoring system that provides feedback on space ventilation performance in a form that affords operational adjustments.			1				
EQ C2	Ventilation Effectiveness	For mechanically ventilated buildings, design ventilation systems that result in an air change effectiveness (Eac) greater than or equal to 0.9 as determined by ASHRAE 129-1997. For naturally ventilated spaces, demonstrate a distribution and laminar flow pattern that involves not less than 90% of the room or zone area in the direction of air flow for at least 95% of hours of occupancy.			1				
EQ C3.1	Construction IAQ Management Plan: During Construction	Develop Indoor Air Quality (IAQ) Management Plan that follows the requirements including meeting SMACNA guidelines during construction.			1				
EQ C3.2	Construction IAQ Management Plan: Before Occupancy	Develop and implement an Indoor Air quality (IAQ) Management Plan for the Pre-occupancy phase which meets the requirements. (In summation - Conduct 2 week minimum building flush-out with new filtration and 100% outside air, OR conduct a baseline indoor air quality testing procedure consistent with current EPA Protocol for Environmental Requirements, Baseline IAQ and Materials, for the Research Triangle Park Campus, Section 01445).			1				
EQ C4.1	Low-Emitting Materials: adhesives & sealants	The VOC content of adhesives and sealants used must be less than the current VOC content limited of South Coast Air Quality Management District (SCAQMD) Rule #1168, AND all sealants used as filers must meet or exceed the requirements of the Bay Area Air Quality Management District Regulation # Rule 51.		1					
EQ C4.2	Low-Emitting Materials: paints and coatings	VOC emissions from paints and coatings must not exceed the VOC and chemical component limits of Green Seal's Standard GS-11 requirements.			1				
EQ C4.3	Low-Emitting Materials: carpet	Carpet systems must meet or exceed the requirements of the Carpet and Rug Institute's Green Label Indoor Air Quality Test Program.			1				
EQ C4.4	Low-Emitting Materials: Composite Wood	Choose composite wood products must contain no added urea-formaldehyde resins			1				
EQ C5	Chemical Pollutant Control	Design to minimize pollutant cross-contamination of regularly occupied areas			1				
EQ C6.2	Controllability of Systems: Non-Perimeter Spaces	Provide controls for each individual for airflow, temperature and lighting controls at least 50% of the occupants in non-perimeter work areas.				1			
ID C1.1	Innovation Credit				1				Possible noise pollution reduction
ID C1.1	Innovation Credit				1				Possible interior acoustical optimization
ID C2	LEED Accredited Professional	Successfully complete the LEED Accredited Professional Exam			1				

Total Estimated/Total Possible for this project

26/32 Points

Total

26-32 Points - LEED Certified
33-38 Points - Silver
39-51 Points - Gold
52+ Points - Platinum

Reclassification Of Area Shown On Map Number 13-M.
(Application Number A-5449)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R5 General Residence District symbols and indications as shown on Map Number 13-M in the area bounded by:

the public alley next northeast of and parallel to West Higgins Avenue; a line 150 feet southeast of the east line of North Mulligan Avenue (as measured along the northeast line of West Higgins Avenue); West Higgins Avenue; and a line 50 feet southeast of the east line of North Mulligan Avenue,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 15-O.
(Application Number 14413)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 15-O in the area bounded by:

North Northwest Highway; North Harlem Avenue; a line 175.7 feet southwest of and parallel to North Northwest Highway; and a line 253.98 feet northwest of the intersection of North Northwest Highway and North Harlem Avenue, as measured at the southwesterly right-of-way of North Northwest Highway and perpendicular thereto,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 16-K.
(Application Number 14450)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 16-K in the area bounded by:

Lots 20 and 21 (except that part of said Lots 20 and 21 lying westerly of a line commencing at a point in the north line of said Lot 21 which is 31 feet east of the original northwest corner of said Lot 21; thence southerly along a line that is parallel with the original west line of said Lots 20 and 21, a distance of 51.22 feet to a point; thence southeasterly to a point in the south line of said Lot 20, which is 41 feet east of the original southwest corner of said Lot 20) in Block 5, in Marquette Ridge, being a subdivision of the south half of the west half of the northwest quarter and the north half of the west half of the northwest quarter of Section 22, Township 38 North, Range 13, East of the Third Principal Meridian (except the east 133 feet thereof) in Cook County, Illinois,

to those of a B4 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 18-H.
(Application Number 14432)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 18-H in the area bounded by:

the alley next north of and parallel to West 79th Street; South Winchester

Avenue; West 79th Street; and a line 132.55 feet west of and parallel to South Winchester Avenue,

to those of an B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 28-J.
(Application Number 14399)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B4-1 Restricted Service District symbols as shown on Map Number 28-J in the area bounded by:

a line 420 feet south of and parallel to West 111th Street; South Kedzie Avenue;
a line 540 feet south of and parallel to West 111th Street; and the public alley
next west of and parallel to South Kedzie Avenue,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 58-B.
(As Amended)
(Application Number 13629)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 symbols and indications as shown on Map Number 58-B in the area bounded by:

West Cornelia Avenue; a line 650 feet northeast of and parallel to North Broadway; West Stratford Place; and a line 600 feet northeast of and parallel to North Broadway,

to those of a Residential Planned Development and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development consists of a net site area of approximately twenty-two hundredths (.22) acres (ten thousand (10,000) square feet) which is controlled by 540 Stratford L.L.C.
2. The applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this planned development shall be binding upon the applicant, its successors and assigns and if different than the applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the applicant for purposes of control and management of any portion of the planned development, the legal titleholder and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant, successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications, or changes (administrative,

legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any modification or change thereto (administrative, legislative or otherwise) shall be made by the applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the applicant for purposes of control and management of any portion of the planned development. No amendment may be sought without written approval by the homeowners association unless the right to do so has been retained by applicant and its successors in title documents.

4. This plan of development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; a Planned Development Boundary and Property Line Map; an Existing Zoning and Land-Use Map; Site Plan; Landscape Plan; Area Map; Building Cross Section; and Building Elevations dated July 15, 2004, prepared by Hartshorne + Plunkard Architecture and Architects, which are all incorporated herein. Full size sets of the Site Plan, Building Elevations and Landscape Plan are on file with the Department of Planning and Development. This plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.
5. The following uses shall be permitted within the areas delineated herein: multi-family dwelling units; uses as permitted in the R5 General Residence District; accessory parking; accessory uses; and related uses.
6. Identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted within the planned development subject to review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure

of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development subject to review of the Departments of Transportation and Planning and Development.

8. In addition to the maximum height of any building or any appurtenance attached thereto the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
10. Improvements of the property, including landscaping and all entrances and exits to the parking and loading areas, shall be designed and installed in substantial conformance with the exhibits to this planned development. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this planned development. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all

buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner, which promotes and maximizes the conservation of energy resources. The applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating. The applicant shall install and maintain a vegetative (green) roof on at least ten percent (10%) of the net flat roof areas of the building. Net flat roof area is defined as the area of flat roof, less those areas devoted to rooftop mechanical equipment, mechanical penthouses and any perimeter setback required by the City Code.
14. Unless substantial construction of the building has begun within the Planned Development within six (6) years of the date of passage of the Planned Development, the zoning of that property shall revert to the R5 General Residence District. The six (6) year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is good cause for such an extension.

[Planned Development Boundary and Property Line Map; Existing Zoning and Land-Use Map; Proposed Site and Landscape Plan; Area Map; Proposed Building Cross Section; and Proposed Building Elevations referred to in these Plan of Development Statements printed on pages 30642 through 30648 of this *Journal*.]

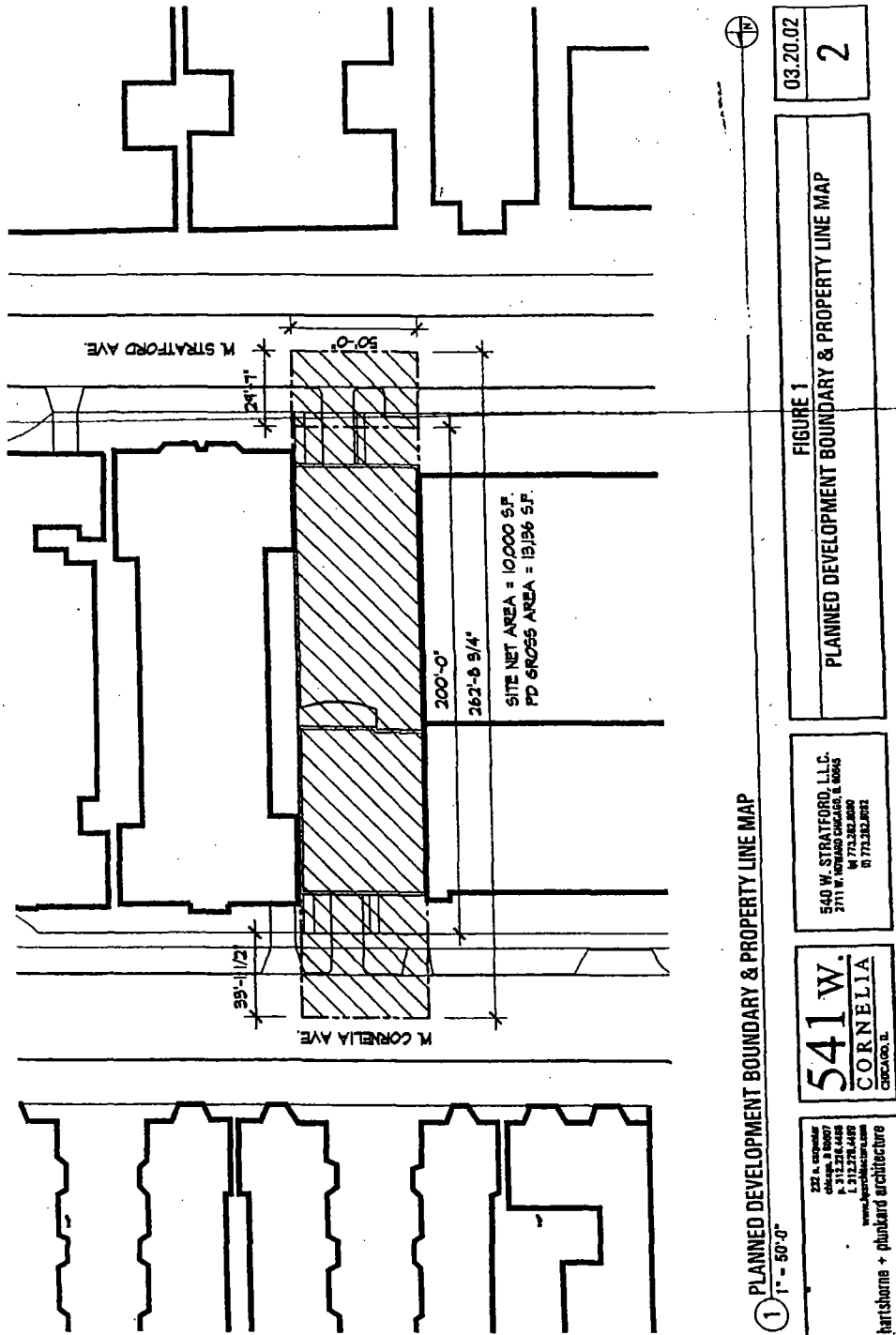
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development Number _____.

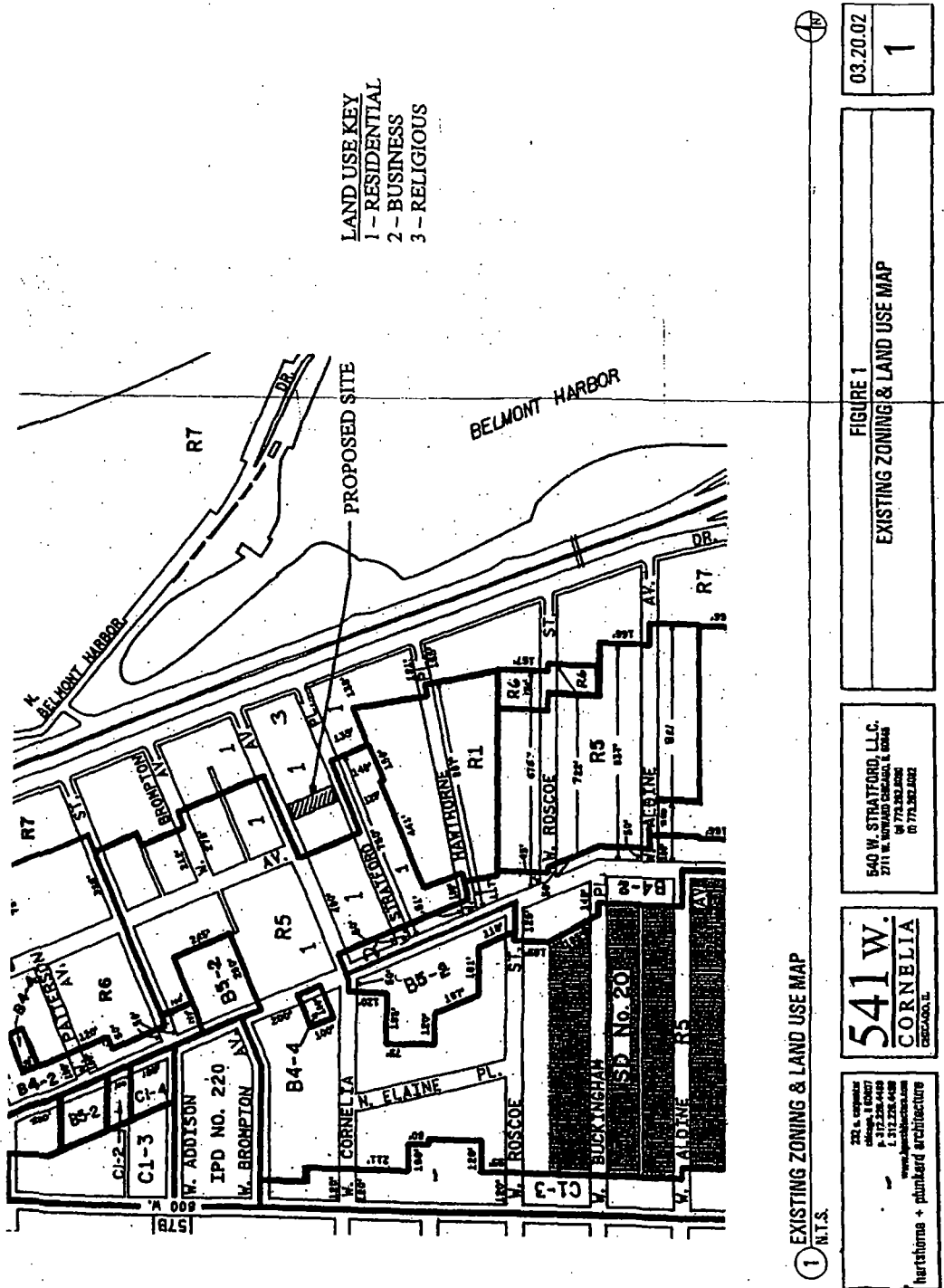
Bulk Regulations And Data Table.

Gross Site Area:	13,176 square feet (.3 acres)
Net Site Area:	Total = Gross Site Area (13,176 square feet) - Area in Public and Private Streets and Alleys (3,176 square feet) = Net Site Area of 10,000 square feet (.23 acres)
Maximum Floor Area Ratio:	7
Maximum Number of Residential Units:	23 units
Maximum Site Coverage:	In accordance with the Site Plan
Maximum Number of Off-Street Parking Spaces:	34 parking spaces. If fewer residential units are constructed, the number of parking spaces shall be reduced so long as the same ratio is maintained.
Maximum Number of Off-Street Loading Areas:	1
Minimum Building Setbacks:	In accordance with the Site Plan
Maximum Building Height:	In accordance with Building Elevations

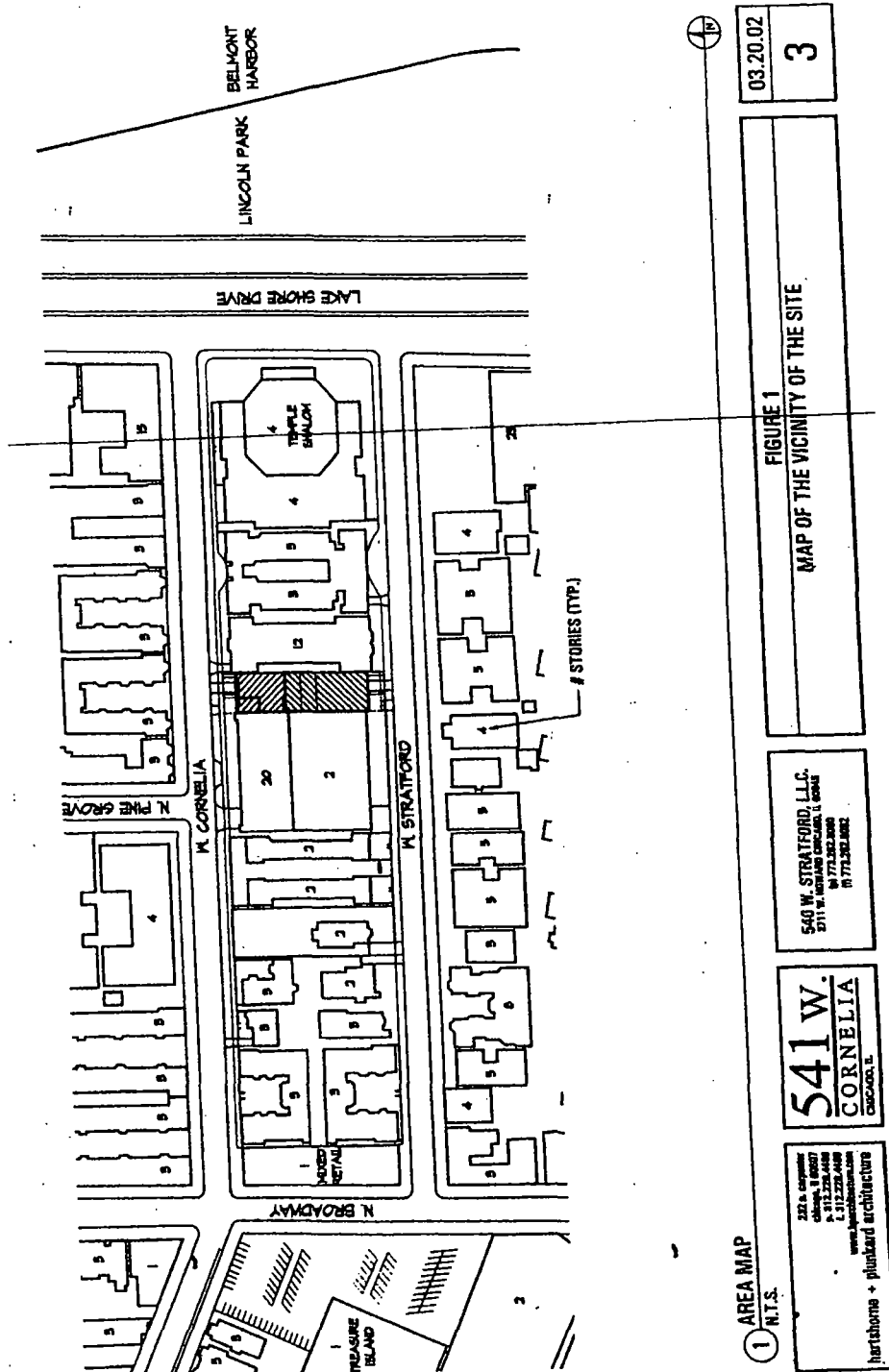
Planned Development Boundary
And Property Line Map.



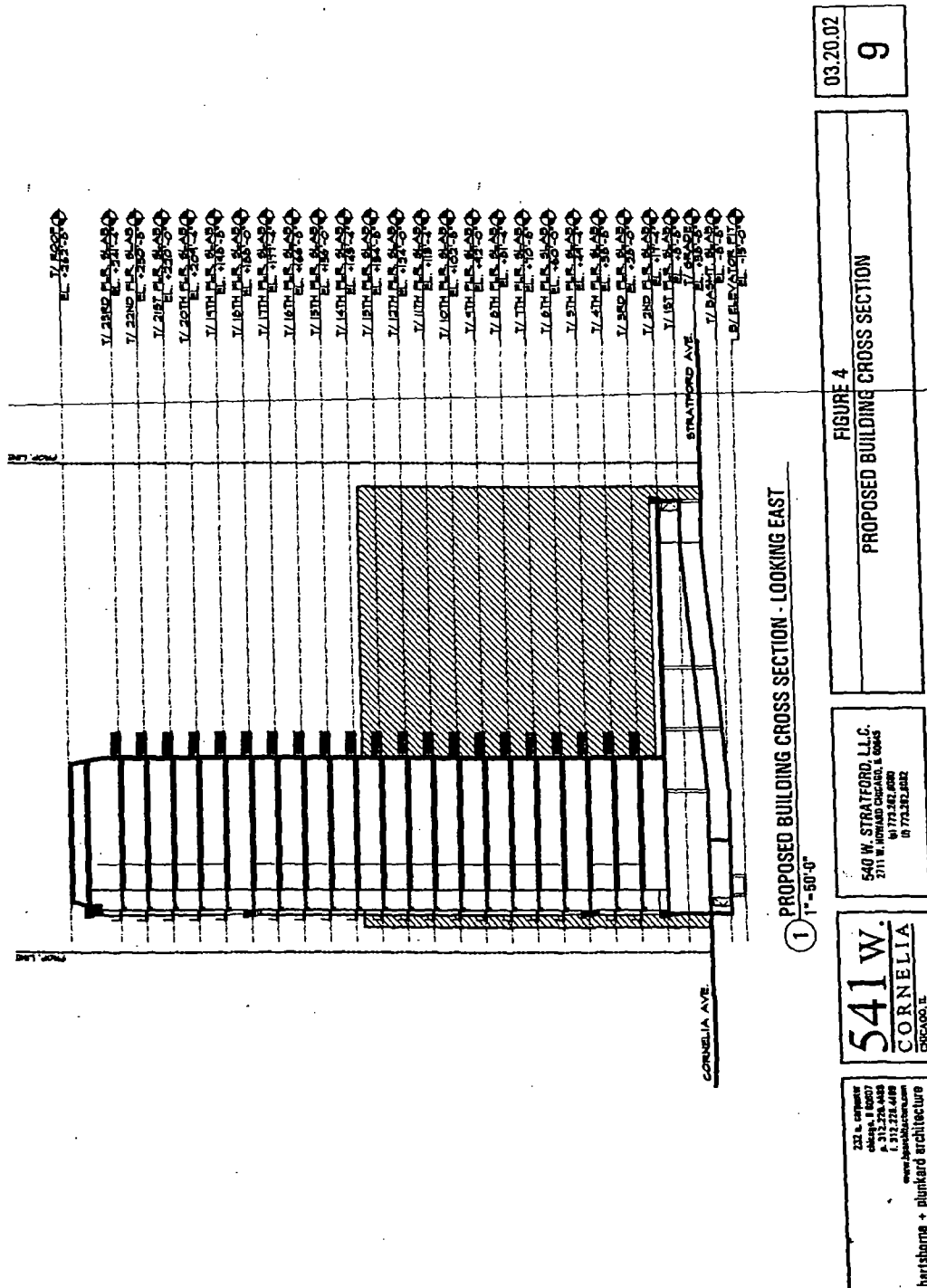
Existing Zoning And Land-Use Map.



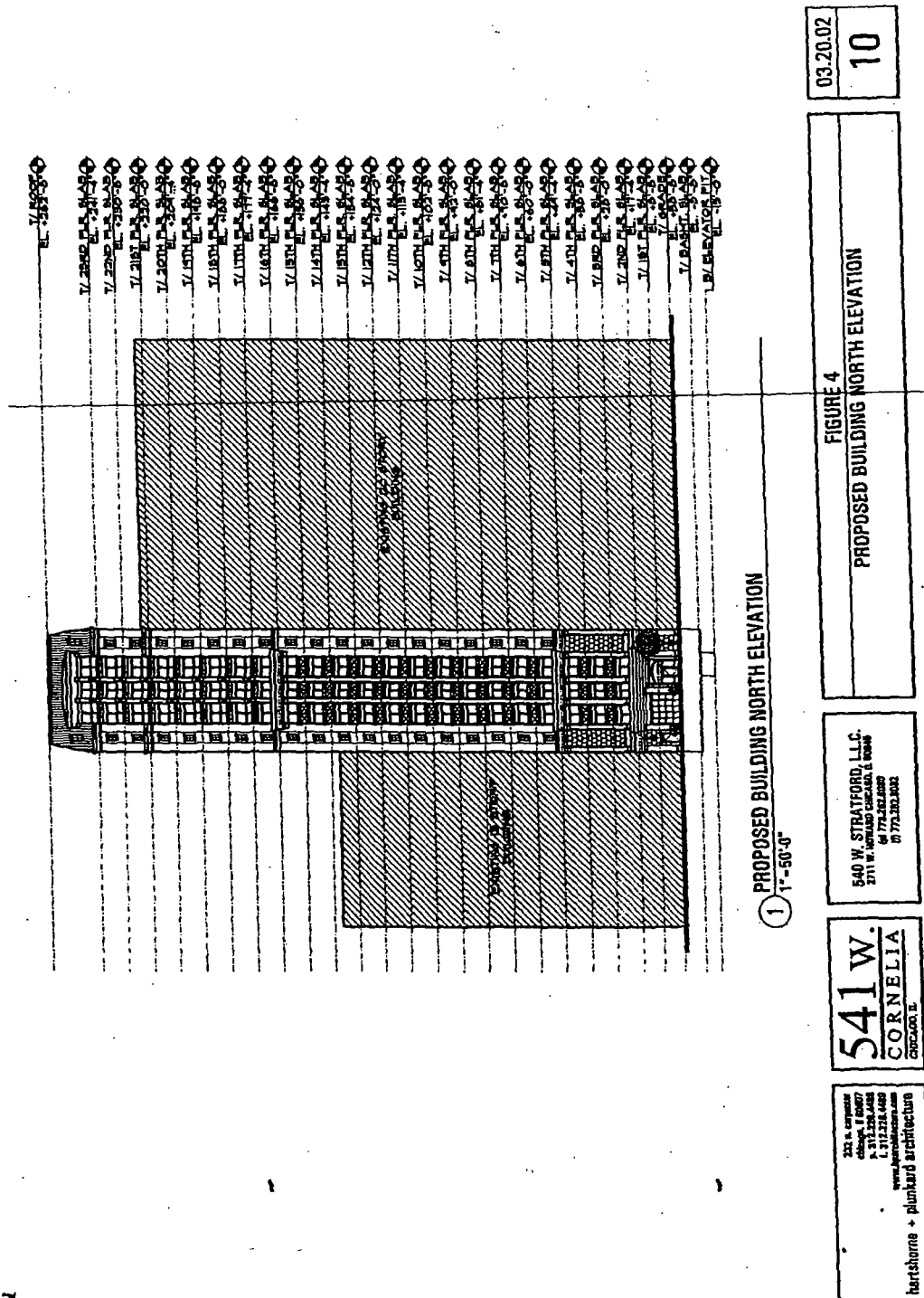
Area Map.



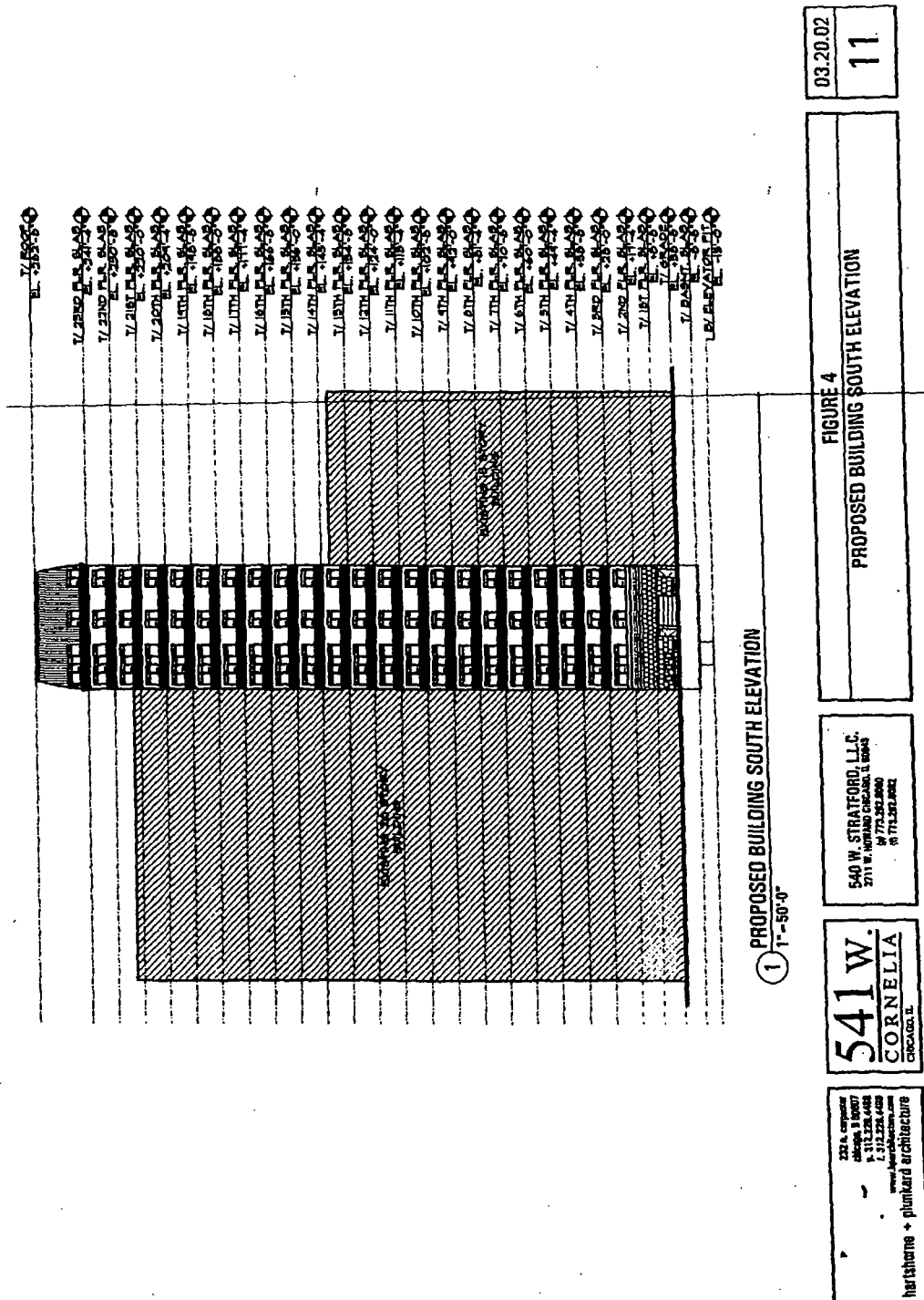
Proposed Building Cross Section -- Looking East.



Proposed Building North Elevation.



Proposed Building South Elevation.



AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF
AREAS SHOWN ON MAP NUMBERS 1-G, 2-G, 3-K, 4-I,
5-H, 5-I, 6-J, 9-H, 13-I, 18-D, 28-G AND 28-H.

(Committee Meeting Held August 26, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 26, 2004 I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-324, 14497, 14480, 14470, 14372 and 14357. Application Number 14471 was withdrawn by the applicant.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provision of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances, he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 14492)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, is hereby amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map Number 1-G in an area bounded by:

North Peoria Street; West Huron Street; the southwesterly right-of-way of the Union Pacific Railroad (formerly the Chicago & Northwestern Railroad); a line commencing 116.21 feet south of and parallel to West Huron Street; and a line commencing 125 feet east of and perpendicular to North Peoria Street and a line 240 feet south of and parallel to West Huron Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-G.
(Application Number 14465)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Fillmore Street; a line 150 feet east of and parallel to South Laflin Street; the alley next south of and parallel to West Fillmore Street; and a line 120 feet east of and parallel to South Laflin Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-K.
(Application Number 14475)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map Number 3-K in the area bounded by:

a line 233 feet south of and parallel to West North Avenue; North Keating Avenue; a line 257 feet south of and parallel to West North Avenue; and the alley next west of and parallel to North Keating Avenue,

to those of an RS3 Residential Single Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-I.
(Application Number 14467)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M2-3 General Manufacturing District symbol and indications as shown on Map Number 4-I in the area bounded by:

a line 56.55 feet north of and parallel to West Cermak Road; South Western Avenue; West Cermak Road; and the alley next west of and parallel to South Western Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14464)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Cornelia Avenue; a line 50 feet west of and parallel to North Ravenswood Avenue; the alley next south of and parallel to West Cornelia Avenue; and a line 75 feet west of and parallel to North Ravenswood Avenue,

to those of an RT3.5 District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 14476)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, is hereby amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 428.25 feet north of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Winchester Avenue; and a line 404.25 feet north of and parallel to West Wabansia Avenue; and North Winchester Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect after from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-I.
(Application Number 14462)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 118.8 feet north of and parallel to West Dickens Avenue; North California Avenue; a line 79.30 feet north of and parallel to West Dickens Avenue; and the alley next west of and parallel to North California Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-J.
(Application Number 14463)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B4-2 Restricted Retail District symbols and indications as shown on Map Number 6-J in the area bounded by:

a line 166 feet south of and parallel to West Cermak Road; South Kedzie Avenue;
a line 203.5 feet south of and parallel to West Cermak Road; and the alley next
west of and parallel to South Kedzie Avenue,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-H.
(Application Number 14458)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B2-2 Restricted Retail District and SD-10 Roscoe Street Special District symbols and indications as shown on Map Number 9-H in the area bounded by:

the alley next north of and parallel to West Roscoe Street; a line 96 feet west of
and parallel to North Bell Avenue; West Roscoe Street; and a line 144 feet west
of and parallel to North Bell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-I.
(Application Number 14493)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 13-I in the area bounded by:

North Kedzie Avenue; West Argyle Street; the alley next east of and parallel to North Kedzie Avenue; and a line 123.42 feet south of and parallel to West Argyle Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 18-D.
(Application Number 14469)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 18-D in the area bounded by:

East 78th Street; the alley next east of and parallel to South Woodlawn Avenue; a line 111.80 feet south of and parallel to East 78th Street; and South Woodlawn Avenue;

to those of an RM4 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 28-G.
(As Amended)
(Application Number 14470)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R2 Single-Family Residence District symbols and indications as shown on Map Number 28-G in the area bounded by:

West 114th Place; a line 102.15 feet west of and parallel to South Bishop Street; the alley next south of and parallel to West 114th Place; and a line 152.15 feet west of and parallel to South Bishop Street,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 28-H.
(Application Number 14468)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all of the R2 Single-Family Residence District symbols and indications as shown on Map Number 28-H in the area bounded by:

a line 50 feet southwest of and parallel to West 118th Street; South Watkins Avenue; a line 75 feet southwest of and parallel to West 118th Street; and the alley next northwest of and parallel to South Watkins Avenue,

to those of an RM4 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE) BY
RECLASSIFICATION OF AREAS SHOWN ON
MAP NUMBERS 3-F AND 6-G.

(Committee Meeting Held August 26, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 26, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-324, 14497, 14480, 14470, 14372 and 14357. Application Number 14471 was withdrawn by the applicant.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to these ordinances in previous and unrelated matters.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 3-F.

(As Amended)

(Application Number 14497)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the RBPD Number 313 District symbols and indications as shown on Map Number 3-F in the area bounded by:

West Chestnut Street; North Clark Street; a line 101.12 feet south of and parallel to West Chestnut Street; the alley next west of and parallel to North Clark Street; a line 202.32 feet south of and parallel to West Chestnut Street; and North LaSalle Street,

to those of a Residential-Business Planned Development Number 313 District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential-Business Planned Development Number 313, As Amended.

Plan Of Development Statements.

1. The area delineated herein as a Residential-Business Planned Development Number 313, as amended, consists of a net site area of approximately forty-three thousand twenty-six (43,026) square feet of real property which is controlled by Lubavitch Chabad of the Loop and Lincoln Park, a not-for-profit corporation ("Applicant") for purposes of this planned development amendment.
2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this planned development shall be binding upon the owners of all the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development, the legal titleholder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications, or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any modification or change thereto (administrative, legislative or otherwise) shall be made by the owners of all

the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development. No amendment may be sought without written approval by the homeowners association unless the right to do so has been retained by Applicant and its successors in title documents.

4. This plan of development consists of these thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Site/Landscape Plan; a Phase 1 Site/Landscape Plan; North/East/West Building Elevations; and Phase 1 North/South and East/West Elevations all dated August 12, 2004, prepared by Daniel P. Coffey & Associates, Ltd., which are all incorporated herein. Full size sets of the Site/Landscape Plan, Phase 1 Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. This amended plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.
5. The following uses shall be permitted within the areas delineated herein: in the portion of the planned development located west of the north/south alley between North Clark Street and North LaSalle Drive: multi-family dwelling units and related uses; and accessory parking. In the portion of the planned development located east of the north/south alley between North Clark Street and North LaSalle Drive: synagogue and religious community center and related uses; restaurant, not to exceed one thousand five hundred (1,500) square feet; and accessory parking.
6. Identification and business signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted within the planned development subject to review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department

of Transportation in effect at the time of construction. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development subject to review of the Departments of Transportation and Planning and Development.

8. In addition to the maximum height of any building or any appurtenance attached thereto the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
10. Improvements of the property, including landscaping and all entrances and exits shall be designed, installed, and maintained in substantial conformance with the Bulk Regulations and Data Table and the Site/Landscape Plan attached hereto and made a part hereof. Landscaping shall be installed and maintained at all times in accordance with the Site/Landscape Plan and the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this planned development. Any such modification of the requirements of this Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated

by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. It is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all new buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
13. It is in the public interest to design, construct and maintain all buildings in a manner, which promotes and maximizes the conservation of energy resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating. The Applicant shall install and maintain a vegetative (green) roof on at least twenty-five percent (25%) of the net flat roof areas of all new buildings. Net flat roof area is defined as the area of flat roof, less those areas devoted to roof-top mechanical equipment, mechanical penthouses and any perimeter setback required by the City Code.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Site/Landscape Plan; Phase 1 Site/Landscape Plan; North and South Building Elevations; East and West Building Elevations; and Phase 1 North/South and Phase 1 East/West Building Elevations referred to in these Plan of Development Statements printed on pages 30664 through 30672 of this *Journal*.]

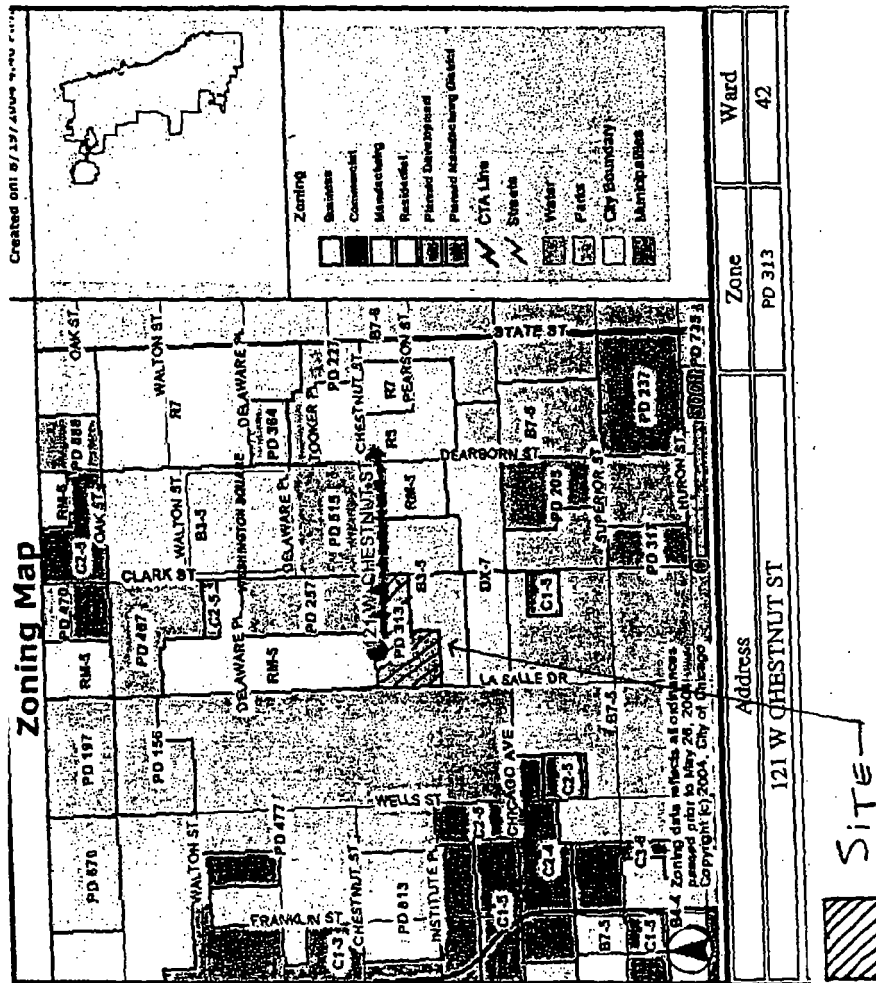
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential-Business Planned Development
Number 313, As Amended.*

Bulk Regulations And Data Table.

Gross Site Area:	71,011 square feet (1.63 acres)
Net Site Area:	43,026 square feet (0.99 acres)
Area in Public Right-of-Way:	27,985 square feet (0.64 acres)
Maximum Floor Area Ratio:	7.00
Permitted Uses:	In accordance with Statement Number 5, above
Maximum Number of Residential Units:	240
Maximum Percent of Efficiency Units:	45.28%
Maximum Site Coverage:	79.5% at ground level 20.5% at 60 feet above ground level
Minimum Number of Accessory Off-Street Parking Spaces:	200
Minimum Number of Off- Street Loading Docks:	2
Minimum Building Setbacks:	In accordance with the Site/Landscape Plan; otherwise, as existing
Maximum Building Height:	In accordance with the Building Elevations; otherwise, as existing

Existing Zoning Map.

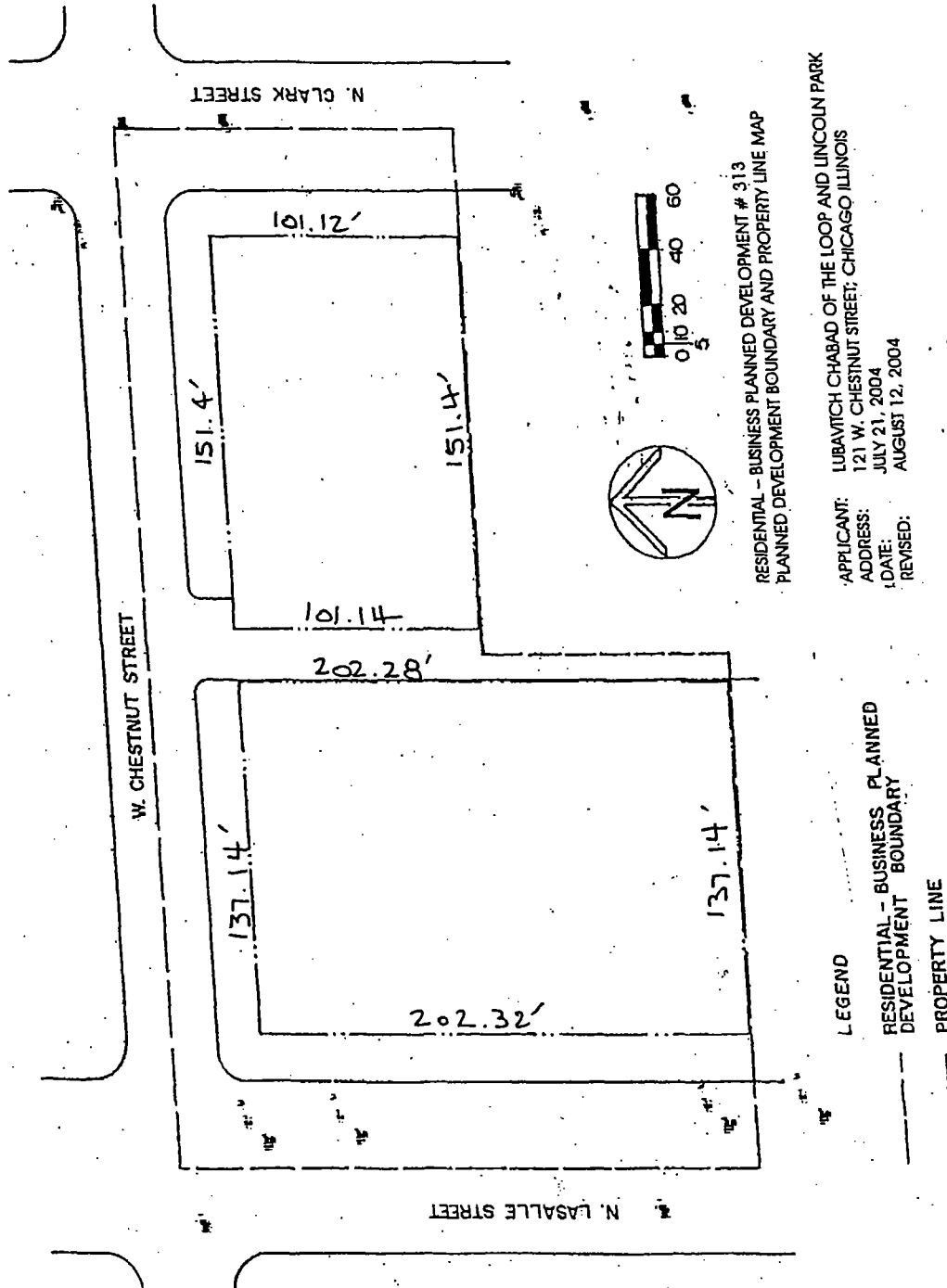
RESIDENTIAL-BUSINESS PLANNED
DEVELOPMENT NO.313

EXISTING ZONING MAP

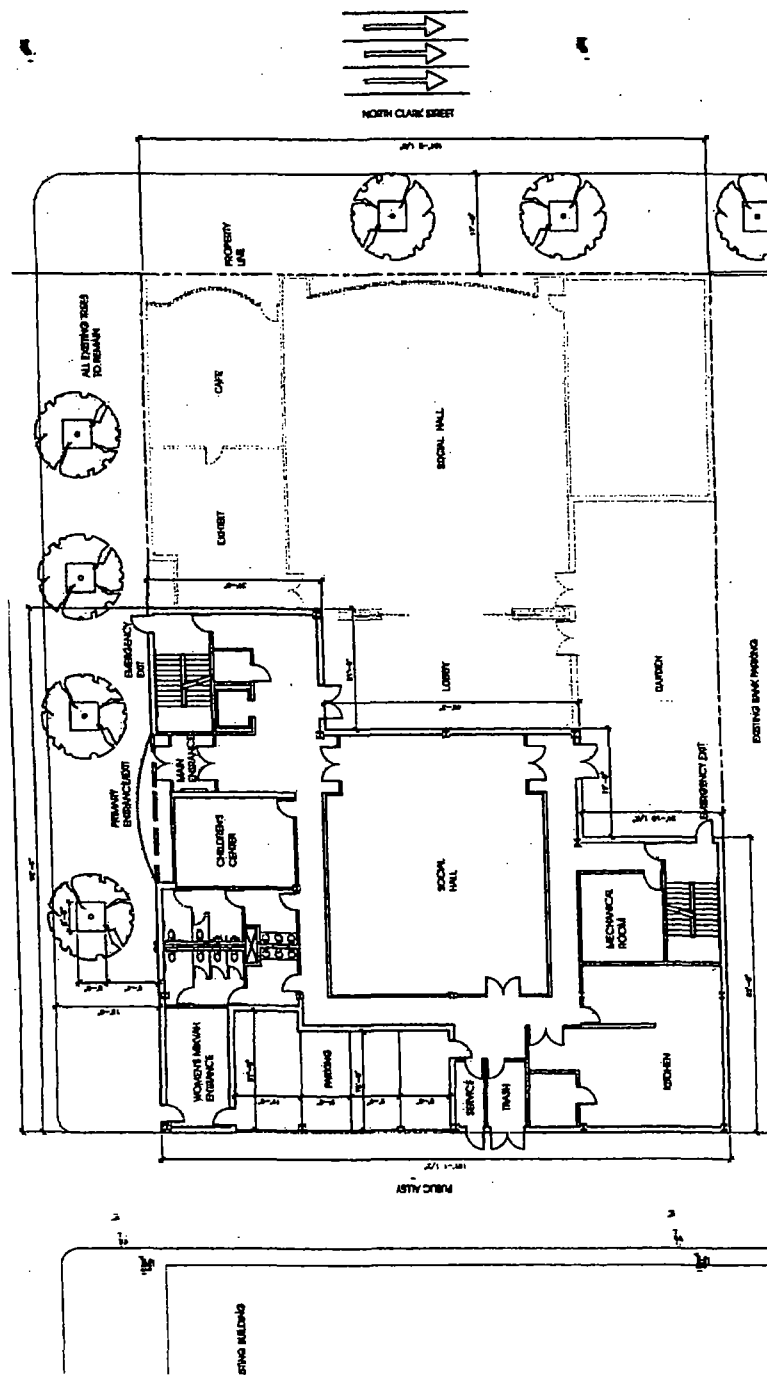


APPLICANT: LUBAVITCH CHABAD OF THE LOOP AND LINCOLN PARK
 ADDRESS: 121 W. CHESTNUT STREET, CHICAGO ILLINOIS
 DATE: JULY 21, 2004
 REVISED: AUGUST 12, 2004

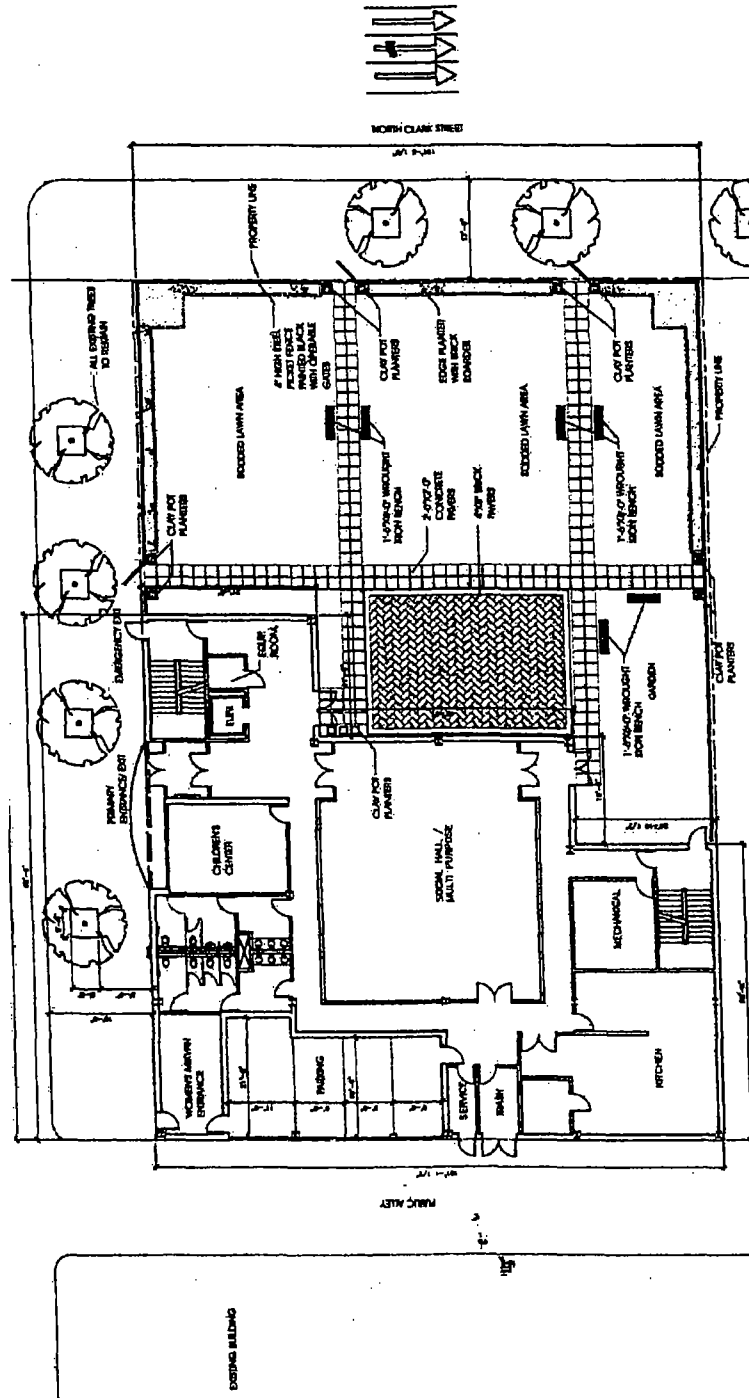
Planned Development Boundary
And Property Line Map.



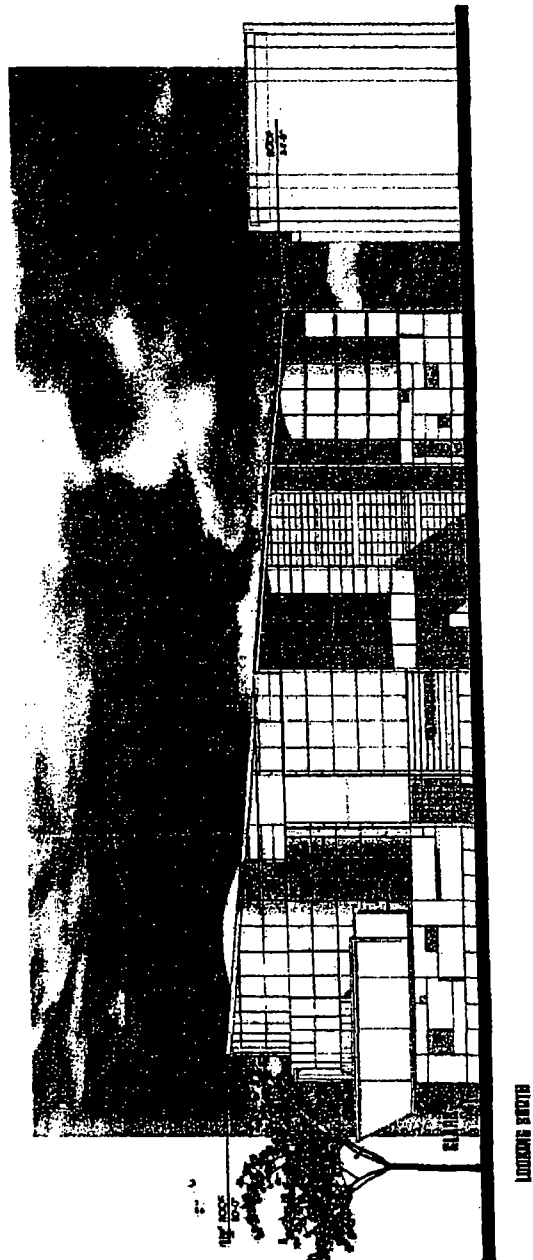
Site/Landscape Plan.



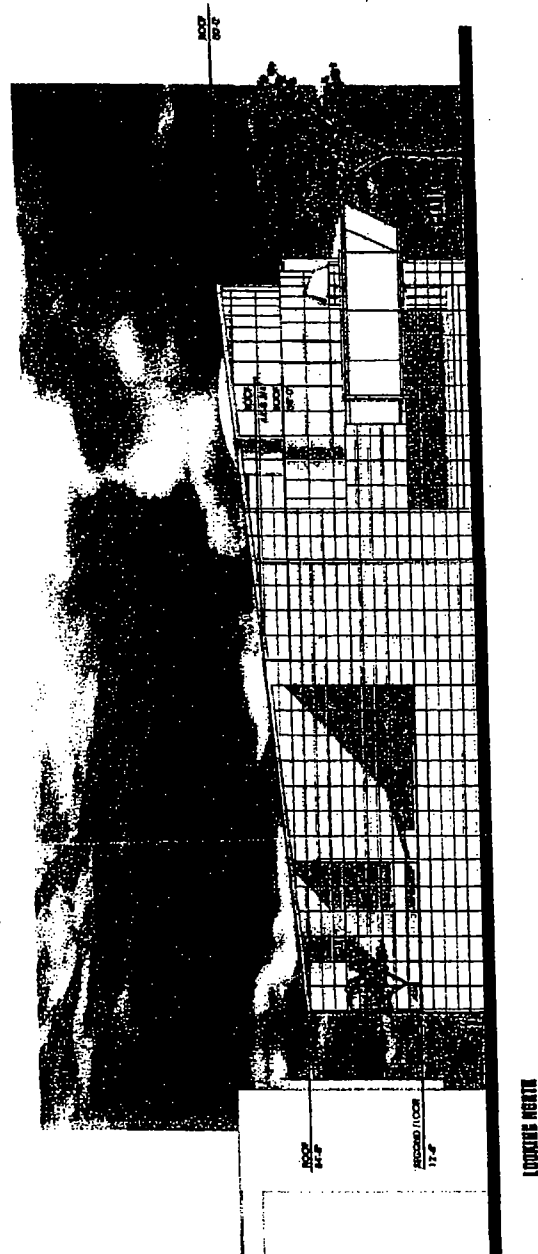
Phase 1 -- Site/Landscape Plan.



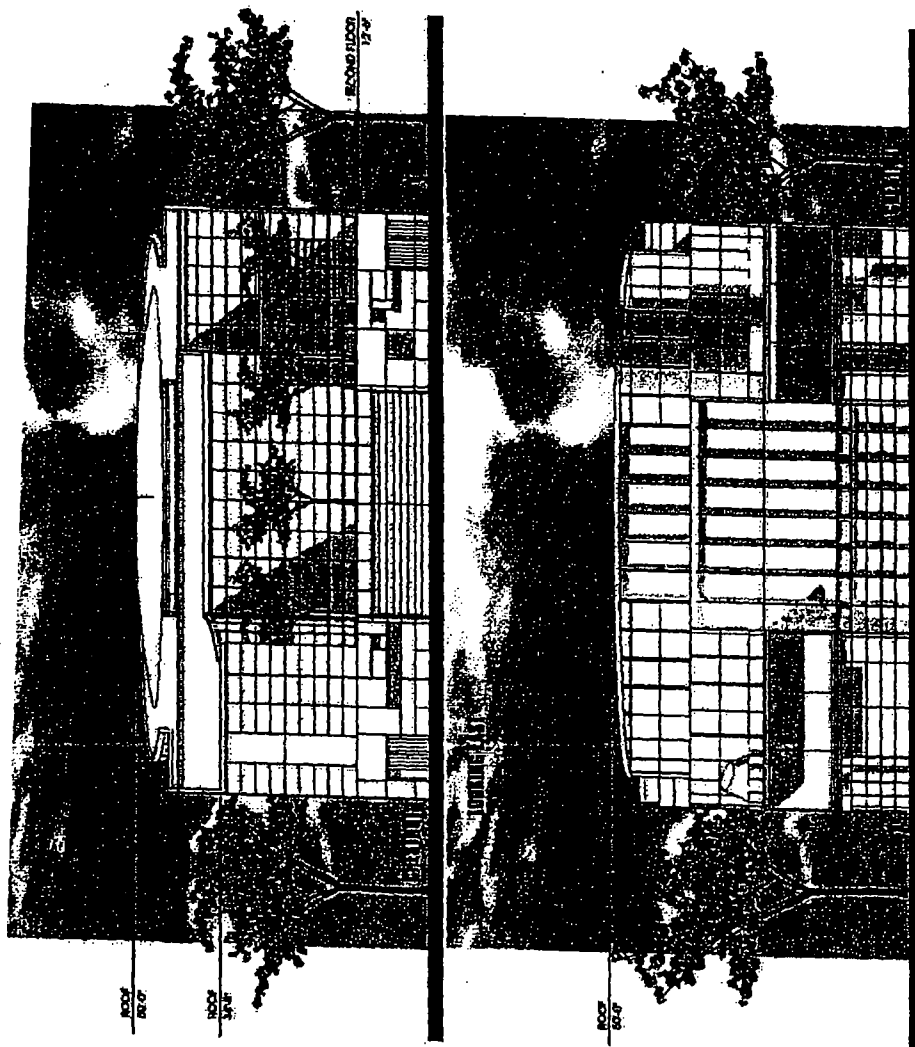
North Building Elevation.



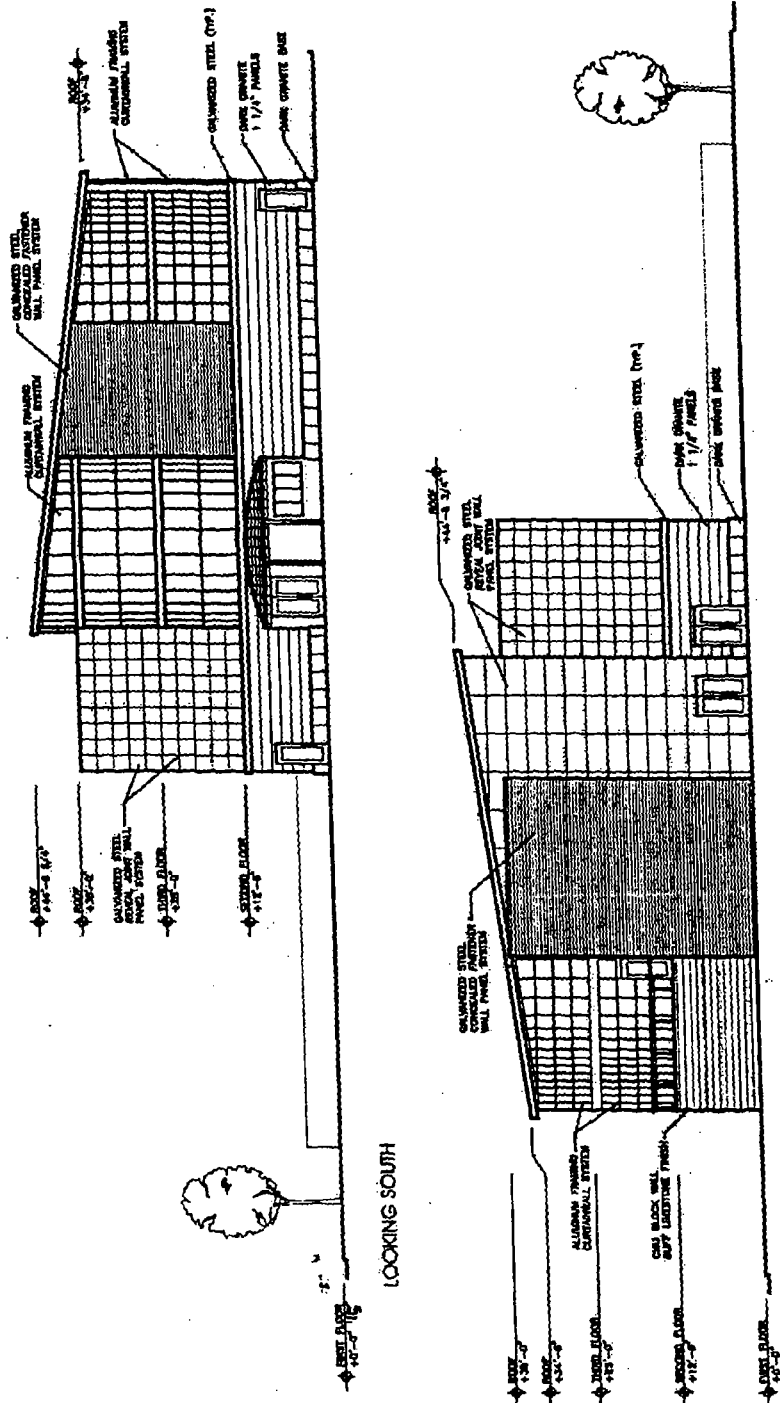
South Building Elevation.



East/West Building Elevations.



Phase 1 -- North/South Elevations.



Reclassification Of Area Shown On Map Number 6-G.
(Application Number 14479)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all B3-1 General Retail District symbols and indications as shown on Map Number 6-G for the area legally described as:

the southeasterly 35.357 meters (116.00 feet) (measured at right angles to the northerly line of Archer Avenue) of part of Lot 3 in Block 19 in Canal Trustees Subdivision and part of Lots 5 and 6 in James Mahers Subdivision of Lot 5 in Block 19, all in fractional Section 29, Township 39 North, Range 14 East of the Third Principal Meridian described as follows:

commencing at a point on the west line of Lot 3 aforesaid 55.382 meters (181.7 feet) northerly from its intersection with the northerly line of the 24.384 metric (80 foot) right-of-way of Archer Avenue; thence northeasterly at right angles to said west line 4.694 meters (15.4 feet) to the point of beginning; thence northwesterly at right angles to the last described course of 4.602 meters (15.10 feet); thence northeasterly 27.31 meters (89.6 feet) along a line parallel to said northerly line of Archer Avenue; thence southeasterly at right angles to last described course 5.029 meters (16.5 feet); thence northeasterly to a point in the northerly line of Lot 5 in James Mahers Subdivision (being also the southerly right-of-way line of West Fuller Street), said point being 1.859 meters (6.10 feet) from the northeast corner of Lot 5; thence southwesterly, along said northerly line 1.829 meters (6.10 feet) to the northeast corner of Lot 5; thence southeasterly along the northeasterly line of Lot 5 for a distance of 52.743 meters (173.04 feet) to the southeast corner of Lot 5; thence southwesterly along the southeasterly lines of Lots 5, 6 and Lot 3 aforesaid 92.885 meters (304.74 feet); thence northeasterly 55.297 meters (181.42) feet to the point of beginning, in Cook County, Illinois,

to those of an RM-5.5 Residential Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

(Committee Meeting Held August 26, 2004)

The Committee on Zoning submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 26, 2004, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their amended form. They are Application Numbers TAD-324, 14497, 14480, 14470, 14372 and 14357. Application Number 14471 was withdrawn by the applicant.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinances and substitute ordinances transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Numbers 14475, 14462, 14468, 14470, 14493, 14458, 14464, 14476, 14492, 14467, 14463, 14469 and 14465 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(Application Number 14487)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-2 Commercial-Manufacturing District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Lake Street; South Aberdeen Street; the alley next south of West Lake Street; and a line 101 feet west of South Aberdeen Street,

to those of a C2-5 General Commercial District and a corresponding use district is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-G.
(As Amended)
(Application Number 14357)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map Number 2-G in the area bounded by:

the east/west alley next north of and parallel to West Monroe Street; a line 232.00 feet west of and parallel to South Racine Avenue; West Monroe Street; a line 126.0 feet east of and parallel to South Throop Street running north 118.00 feet; a line 118.00 feet north of and parallel to West Monroe Street running east 6.00 feet; the north/south public alley next east of and parallel to South Throop Street running north to the point of beginning,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. In the area above described, the City Zoning Ordinance be amended by changing all of the R5 General Residence District symbols to those of a Residential Planned Development and a corresponding use is hereby established.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Residential Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development consists of a net site area of approximately one and two hundredths (1.02) acres which is controlled by 1228 West Monroe Street Corp. ("Applicant") for purposes of this Residential Planned Development.
2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of right-of-ways or consolidation or resubdivision of parcels shall require separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions applicable within this

planned development shall be binding upon the Applicant, its successors and assigns and if different than the Applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any modification or change thereto (administrative, legislative or otherwise) shall be made by the Applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development. No amendment may be sought without written approval by the homeowners association unless the right to do so has been retained by Applicant and its successors in title documents.

4. This plan of development consists of these fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Subarea Map; and a Site Plan, a Landscape Plan and Building Elevations (Monroe Street/North Elevations, Condominium Building East and West Elevations, and Townhome Drive Isle and Courtyard Elevations) all dated August 12, 2004, prepared by Hartshorne and Plunkard Architects, which are all incorporated herein. Full size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. This Plan of Development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.
5. The following uses shall be permitted within the areas delineated herein: multi-family dwelling units; uses as permitted in the R5 General Residence District; accessory parking; accessory uses; and related uses.

6. Identification and business signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs shall be permitted within the planned development subject to review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in accordance with the Municipal Code of the City of Chicago. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development subject to review of the Departments of Transportation and Planning and Development.
8. In addition to the maximum height of any building or any appurtenance attached thereto, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of floor area ratio calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply.
10. Improvements of the property including landscaping and all entrances and exits shall be designed, installed and maintained in substantial conformance with the Bulk Regulations and Data Table and the Site and Landscape Plans attached hereto and made a part hereof. Landscaping shall be installed and maintained at all times in accordance with the Site Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified, administratively, by the Commissioner of the Department

of Planning and Development upon the written request for such modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development, that such a modification is minor, appropriate and is consistent with the nature of the improvements contemplated in this planned development. Any such modification of the requirements of this planned development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use commercially reasonable efforts to design, construct and maintain all buildings located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating. The Applicant shall install and maintain a vegetative (green) roof on at least twenty-five percent (25%) of the net flat roof areas of all buildings, except town homes. Net flat roof area is defined as the area of flat roof, less those areas devoted to roof top mechanical equipment, mechanical penthouses and any perimeter setback required by the City Code.
14. Unless substantial construction of the building has begun within the planned development within six (6) years of the date of passage of the planned development, the zoning of that property shall revert to the R5 General Residence District. The six (6) year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is good cause for such an extension.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Subarea Map; Site Plan; Landscape Plan; and Building Elevations referred to in this Plan of Development Statements printed on pages 30682 through 30689 of this *Journal*.]

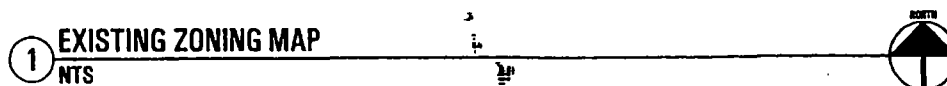
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development Number _____.



Bulk Regulations And Data Table.

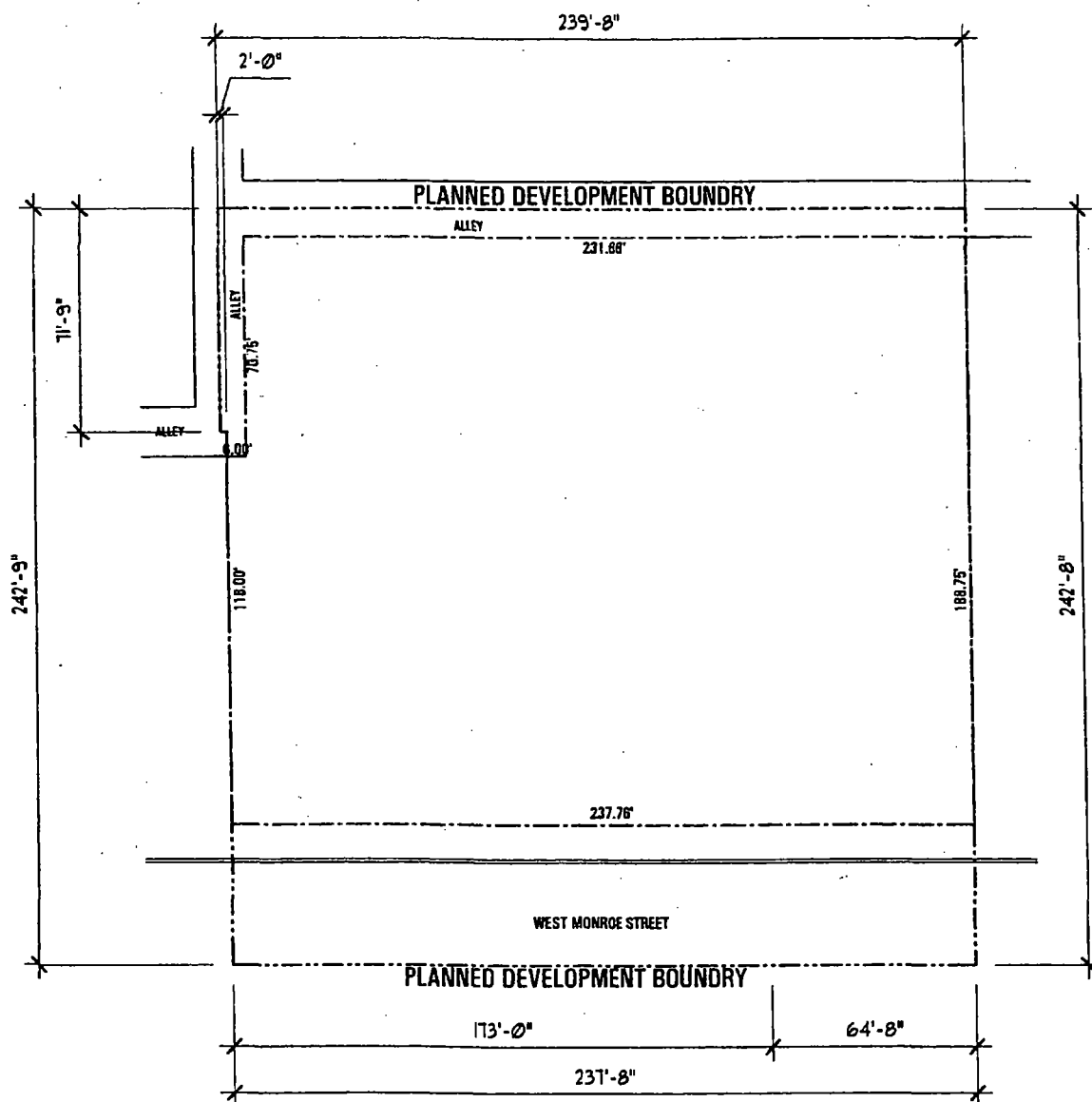
Gross Site Area:	57,822 square feet
Net Site Area:	43,434 square feet (1.02 acres)
Subarea A:	12,204 square feet
Subarea B:	32,230 square feet
Area in Public Right-of-Way:	14,388 square feet
Maximum Floor Area Ratio:	2.25
Subarea A:	3.75
Subarea B:	1.75
Maximum Number of Residential Units	
Subarea A:	34

Subarea B:	33
Maximum Site Coverage:	In accordance with the Site Plan
Minimum Number of Accessory Off-Street Parking Spaces:	
Subarea A:	34
Subarea B:	66
	In the event fewer residential units are constructed at the time of Part II approval, fewer parking spaces may also be constructed, so long as the 1:1 parking ratio of residential units to parking spaces is maintained. If revisions are required by another City agency at the time of building permit applications, the number of parking spaces may be reduced, so long as a minimum ratio of 1:1 spaces per dwelling units is maintained.
Minimum Number of Off- Street Loading Docks:	0
Minimum Building Setbacks:	In accordance with the Site Plan
Maximum Building Height:	In accordance with the Building Elevations



Planned Development Boundary
And Property Line Map.

LEGEND	
	PROPERTY LINE
	PD BOUNDARY

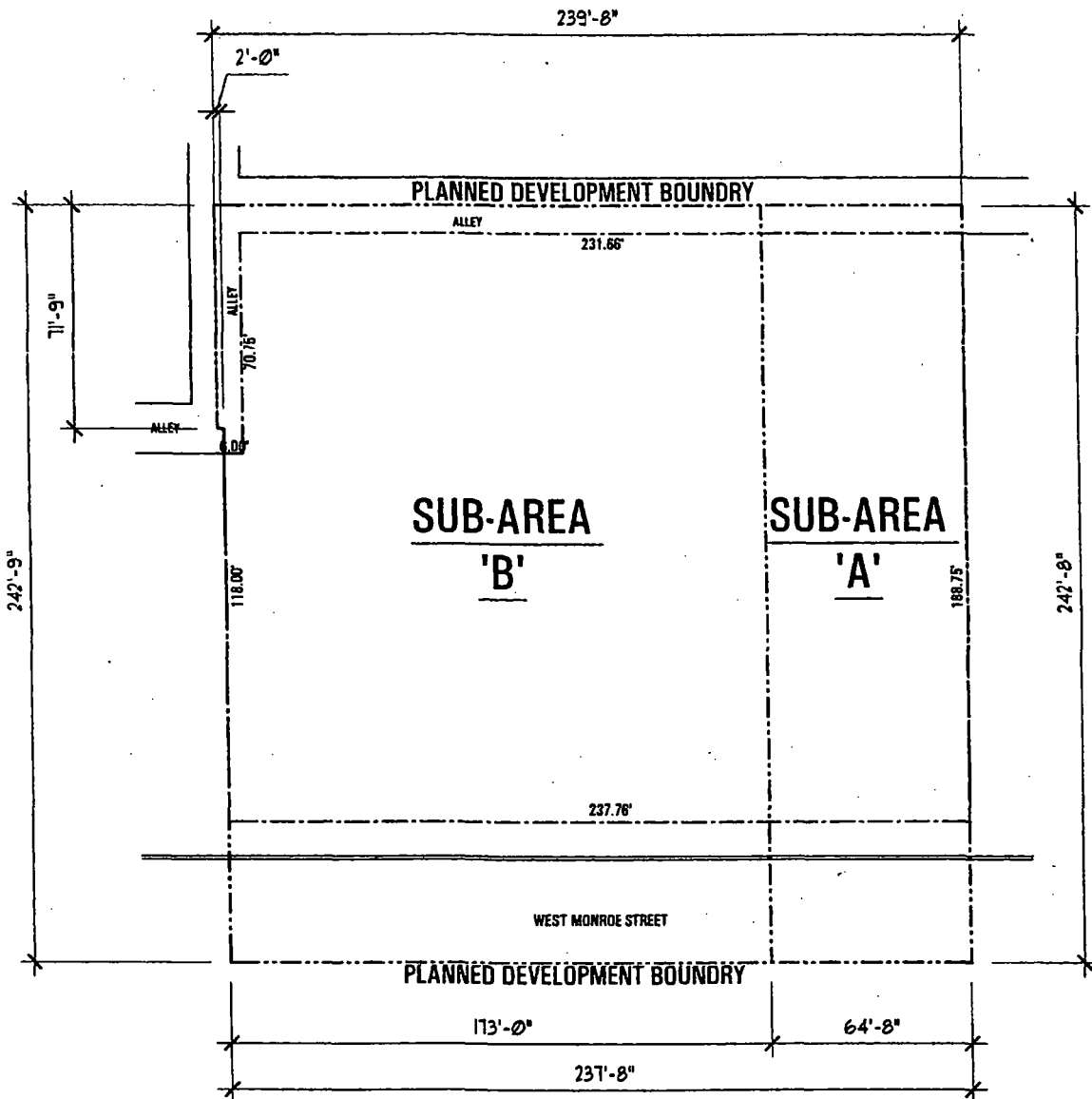


① PLANNED DEVELOPMENT BOUNDARY & PROPERTY LINE MAP
1" = 50'-0"



Subarea Map.

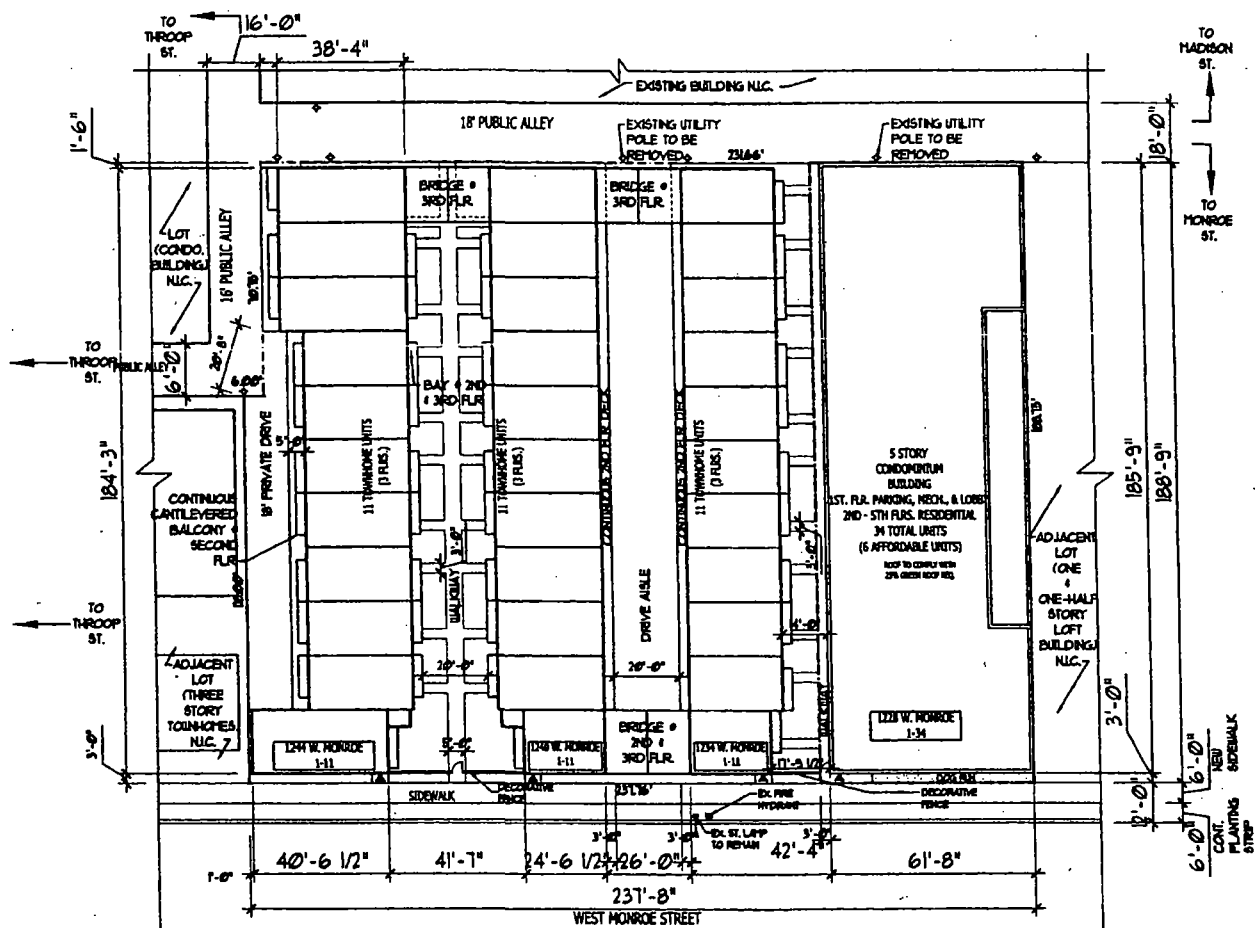
LEGEND	
	PROPERTY LINE
	PD BOUNDARY



1 SUB-AREA MAP
1" = 50'-0"



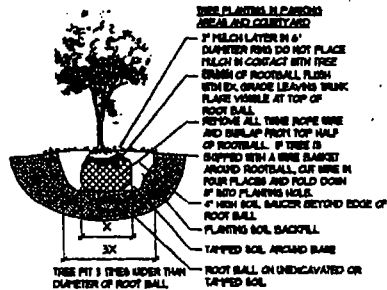
Site Plan.




1 SITE PLAN
1"=50'-0"

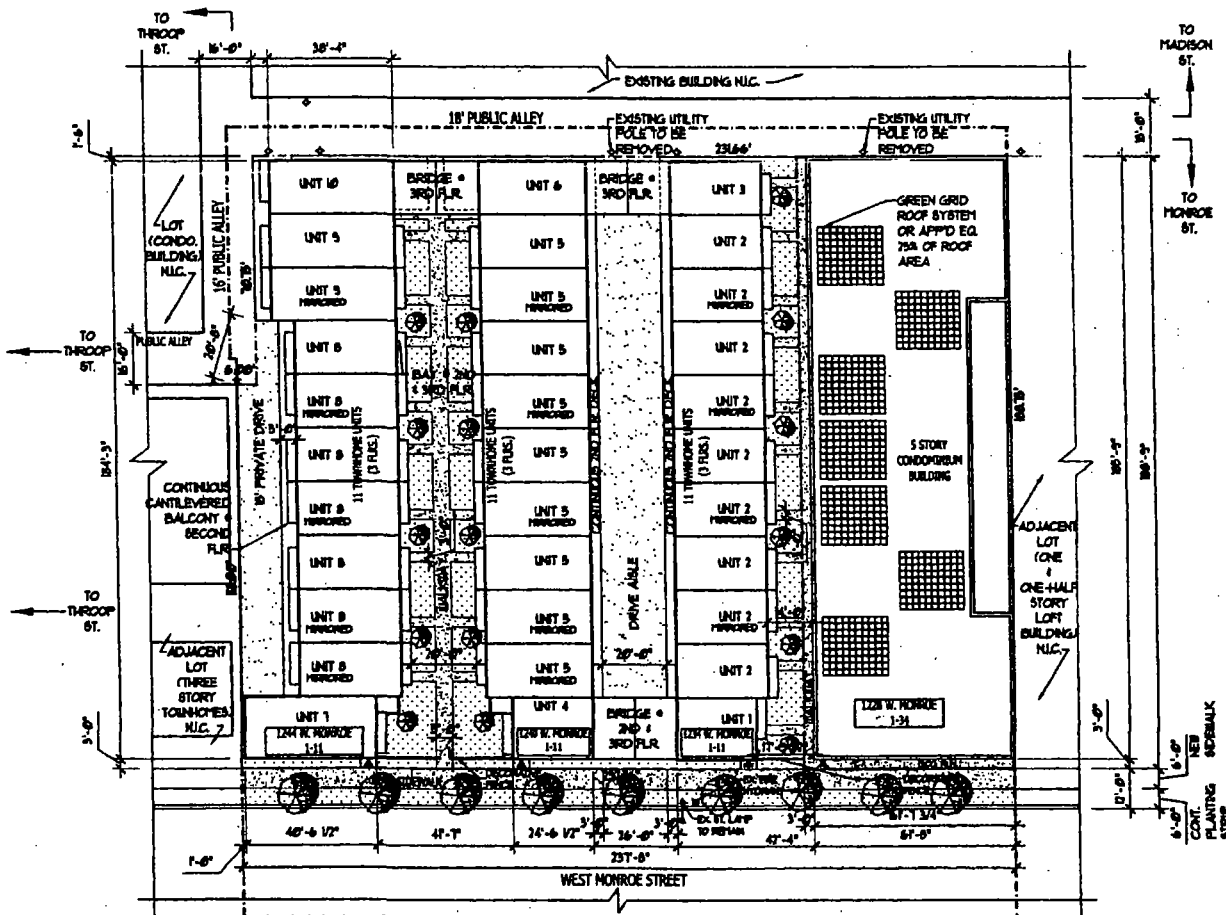


Landscape Plan.



2 LANDSCAPE PLANTING DETAIL
NTS

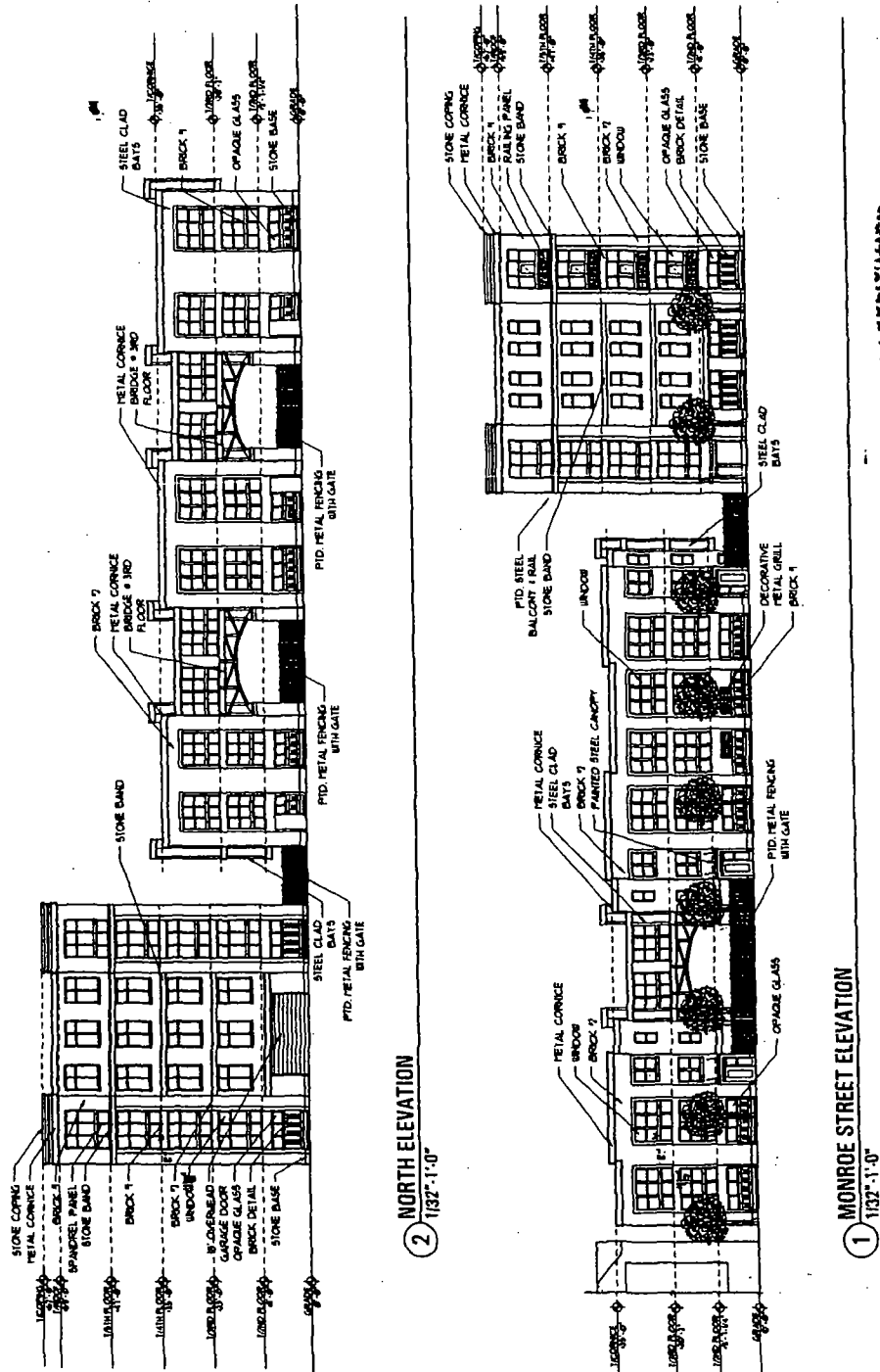
PLANT LIST				
QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE & SPACING
25		OLESTERA TRICANTHOS SKYLINE	HONEY LOCUST SKYLINE	4" CAL.
PLANT QUANTITY CALCULATION				
MONROE STREET		OTHER AREA		
8 NEW TREES		16 NEW TREES		
		TOTAL NEW TREES - 25		
LANDSCAPING NOTES				
TREES:				
TREES SHALL BE FREE OF BRANCHES TO A MINIMUM HEIGHT OF 8'-0"				
TREES TO BE BALLED AND BURLAPPED 3'-0" - 4'-0" - 5'-0" - 6'-0" - 7'-0" - 8'-0" - 9'-0" - 10'-0" - 11'-0" - 12'-0" - 13'-0" - 14'-0" - 15'-0" - 16'-0" - 17'-0" - 18'-0" - 19'-0" - 20'-0" - 21'-0" - 22'-0" - 23'-0" - 24'-0" - 25'-0" - 26'-0" - 27'-0" - 28'-0" - 29'-0" - 30'-0" - 31'-0" - 32'-0" - 33'-0" - 34'-0" - 35'-0" - 36'-0" - 37'-0" - 38'-0" - 39'-0" - 40'-0" - 41'-0" - 42'-0" - 43'-0" - 44'-0" - 45'-0" - 46'-0" - 47'-0" - 48'-0" - 49'-0" - 50'-0" - 51'-0" - 52'-0" - 53'-0" - 54'-0" - 55'-0" - 56'-0" - 57'-0" - 58'-0" - 59'-0" - 60'-0" - 61'-0" - 62'-0" - 63'-0" - 64'-0" - 65'-0" - 66'-0" - 67'-0" - 68'-0" - 69'-0" - 70'-0" - 71'-0" - 72'-0" - 73'-0" - 74'-0" - 75'-0" - 76'-0" - 77'-0" - 78'-0" - 79'-0" - 80'-0" - 81'-0" - 82'-0" - 83'-0" - 84'-0" - 85'-0" - 86'-0" - 87'-0" - 88'-0" - 89'-0" - 90'-0" - 91'-0" - 92'-0" - 93'-0" - 94'-0" - 95'-0" - 96'-0" - 97'-0" - 98'-0" - 99'-0" - 100'-0"				
GREEN ROOF:				
CONDOMINIUM ROOF TO COMPLY WITH 10% GREEN ROOF REQUIREMENT.				



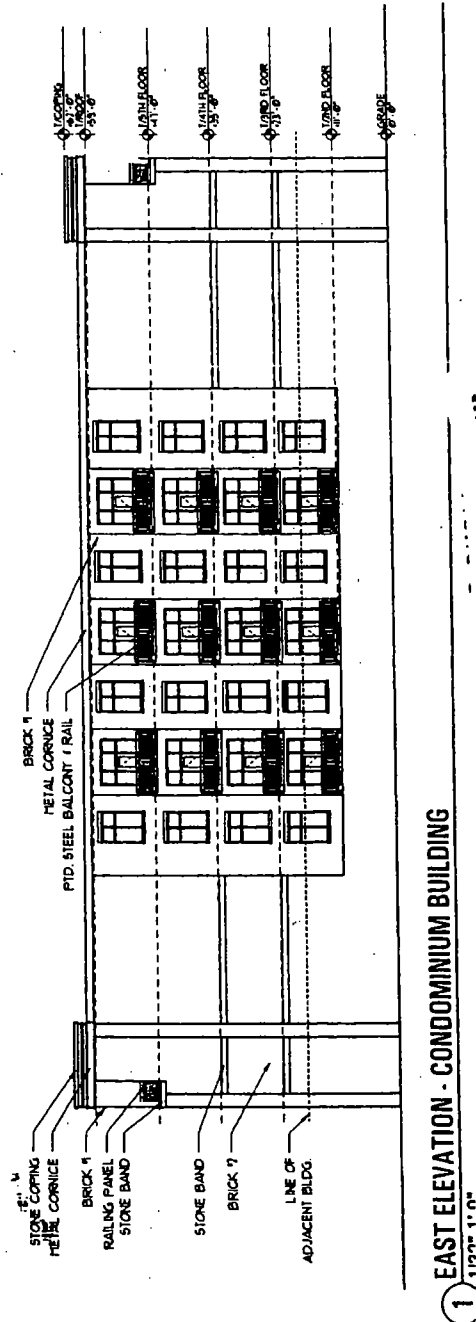
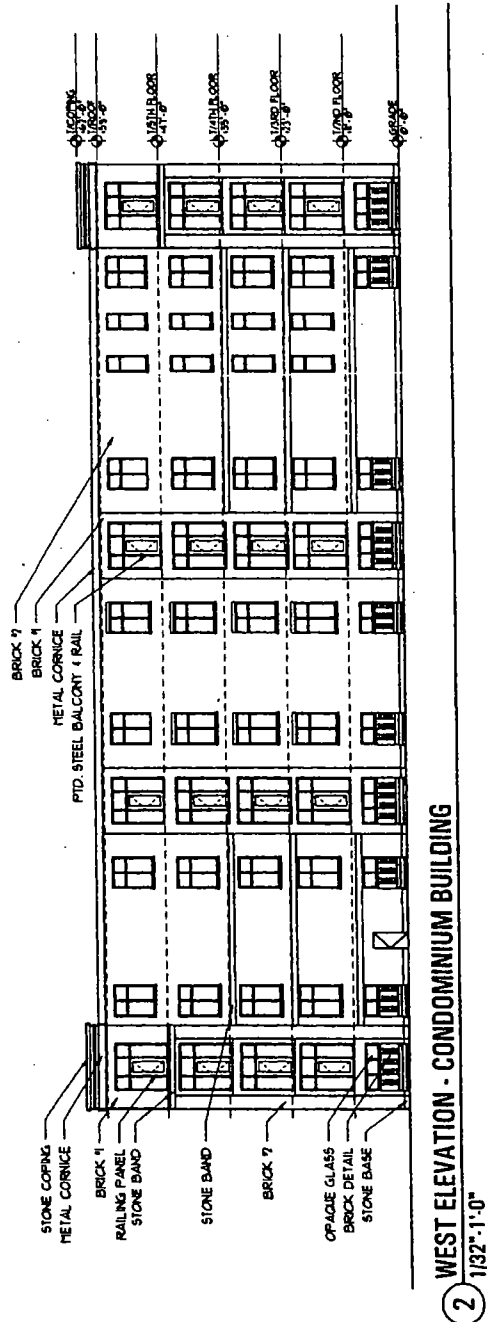
1 LANDSCAPE PLAN 1
1" = 50'-0"



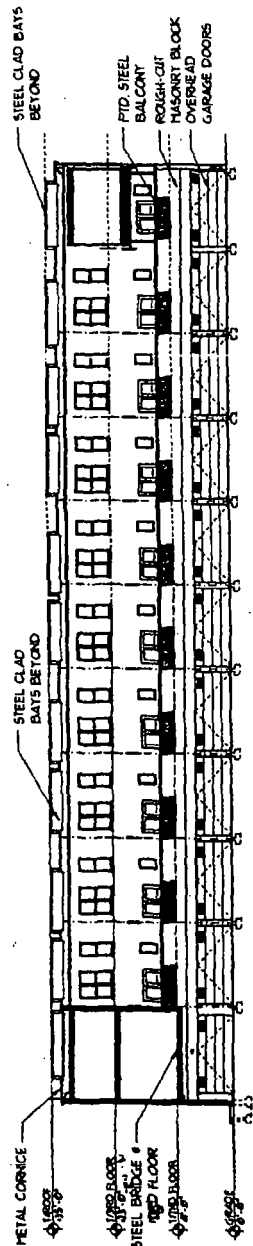
Building Elevations.
(Page 1 of 3)



Building Elevations.
(Page 2 of 3)

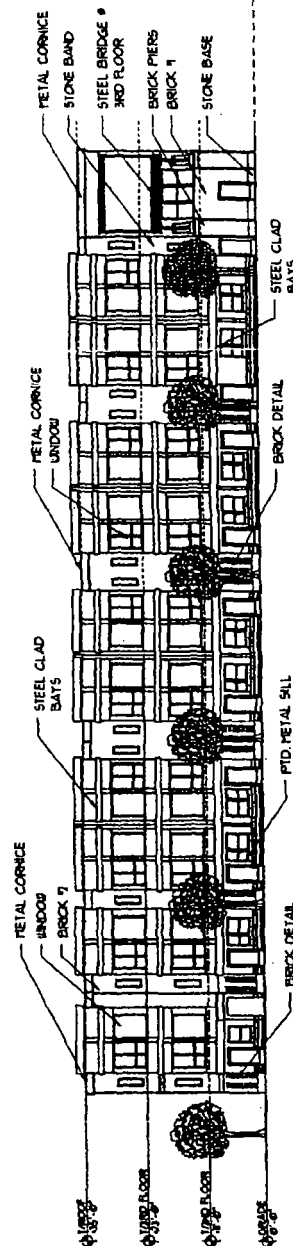


Building Elevations.
(Page 3 of 3)



2 INTERIOR DRIVE AISLE ELEVATION - TOWNHOME

1/32\"=1'-0"



1 INTERIOR COURTYARD ELEVATION - TOWNHOME

1/32\"=1'-0"

Reclassification Of Area Shown On Map Number 5-M.
(Application Number 14324)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 5-M in the area bounded by:

West Fullerton Avenue; a line 87.49 feet east of and parallel to North McVicker Avenue; the alley next south of West Fullerton Avenue; and a line 57.49 feet east of and parallel to North McVicker Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

Reclassification Of Area Shown On Map Number 6-F.
(Application Number 14494)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-2 District symbols as shown on Map Number 6-F in the area bounded by:

South Archer Avenue on the north; South Lowe Avenue on the east; Interstate 55 ("Stevenson Expressway") on the south; and South Emerald Street on the west.

to those of a B4-2 District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-F.
(Application Number 14478)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District (formerly Planned Development Number 648) symbols and indications as shown on Map Number 7-F in the area bounded by:

a line 175 feet south of and parallel to West Diversey Parkway; North Lehmann Court; West Drummond Place; and the alley next west of and parallel to North Lehmann Court,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-G.
(Application Number 14485)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 7-G in the area bounded by:

West Dickens Avenue; a line 265.50 feet west of and parallel to North Damen Avenue; the public alley next south of and parallel to West Dickens Avenue; and a line 300 feet west of and parallel to North Damen Avenue,

to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 7-H.
(As Amended)
(Application Number 14372)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M3-2 Heavy Manufacturing District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 377.36 feet north of West Wolfram Street to a point 343.92 feet east of North Paulina Street; a concave line from the last described point traveling south, southwesterly and west, the arc of said concave line being a total of 457.92 feet, to a point on the east line of North Paulina Street 151.21 feet north of West Wolfram Street; and North Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the R4 General Residence District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 377.36 feet north of West Wolfram Street to a point 343.92 feet east of North Paulina Street; a concave line from the last described point traveling south, southwesterly and west, the arc of said concave line being a total of 457.92 feet to a point on the east line of North Paulina Street 151.21 feet north of West Wolfram Street; and North Paulina Street,

to the designation of a Residential Planned Development, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements attached to this ordinance read as follows:

Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development (the "Planned Development") consists of approximately sixty-three thousand eight hundred fifteen and sixty-six hundredths (63,815.66) square feet (one and forty-six hundredths (1.46) acres) which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned by the applicant, 2865 North Paulina, L.L.C.
2. The applicant or its successors, assignees or grantees shall obtain all necessary official reviews, approvals or permits. Any dedication or vacation of streets, alleys or easements or any adjustments of rights-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors, assignees or grantees and, if different than the applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors, assignees or grantees and, if different than the applicant, any legal titleholders and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.
4. This plan of development consists of fifteen (15) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site Plan and Building Elevations prepared by Cynthia Papiernik dated July 15, 2004; and a Landscape Plan prepared by Kinsella Landscape, Inc. dated July 15, 2004. A full-size set of the Site Plan, Landscape Plan and the Building Elevations is on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal

Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. Subject to the Bulk Regulations and Data Table, the following uses shall be permitted in this Planned Development: residential use, private recreational uses including swimming pools, and related and accessory uses. Portions of the Property may be used on an interim basis for construction staging and the storage of construction materials.
6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in accordance with the provisions of this Planned Development subject to the review and approval of the Departments of Transportation and Planning and Development. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Department of Transportation.
8. In addition to the maximum height of buildings and any appurtenances attached thereto prescribed in this Planned Development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with this Planned Development. Landscaping shall be installed in accordance with the Landscape Plan and maintained in accordance with the parkway tree planting and parking lot landscaping provisions of the Chicago Zoning Ordinance.
10. The following construction standards shall apply to the residential structures within the Planned Development:

- J. All satellite dishes, aerials and antennae shall be located in the rear one-third ($\frac{1}{3}$) of the residence. Satellite dishes shall not exceed two (2) feet in diameter.
11. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance in effect as of the date of adoption of this Planned Development shall apply.
 12. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the applicant or its successors, assignees or grantees and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein and will not result in increasing the maximum floor area ratio for the total net site area or the maximum number of units for the total net site area established in this Planned Development. Any such modification shall be deemed a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
 13. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").
 14. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all new buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

15. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within six (6) years of the effective date hereof and unless the completion of those improvements is thereafter diligently pursued, then this Planned Development shall expire and the zoning of the Property shall automatically revert to an M3-2 Heavy Manufacturing District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site Plan; Landscape Plan; Clubhouse Elevations; and Typical Building Elevations referred to in these Plan of Development Statements printed on pages 30697 through 30709 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

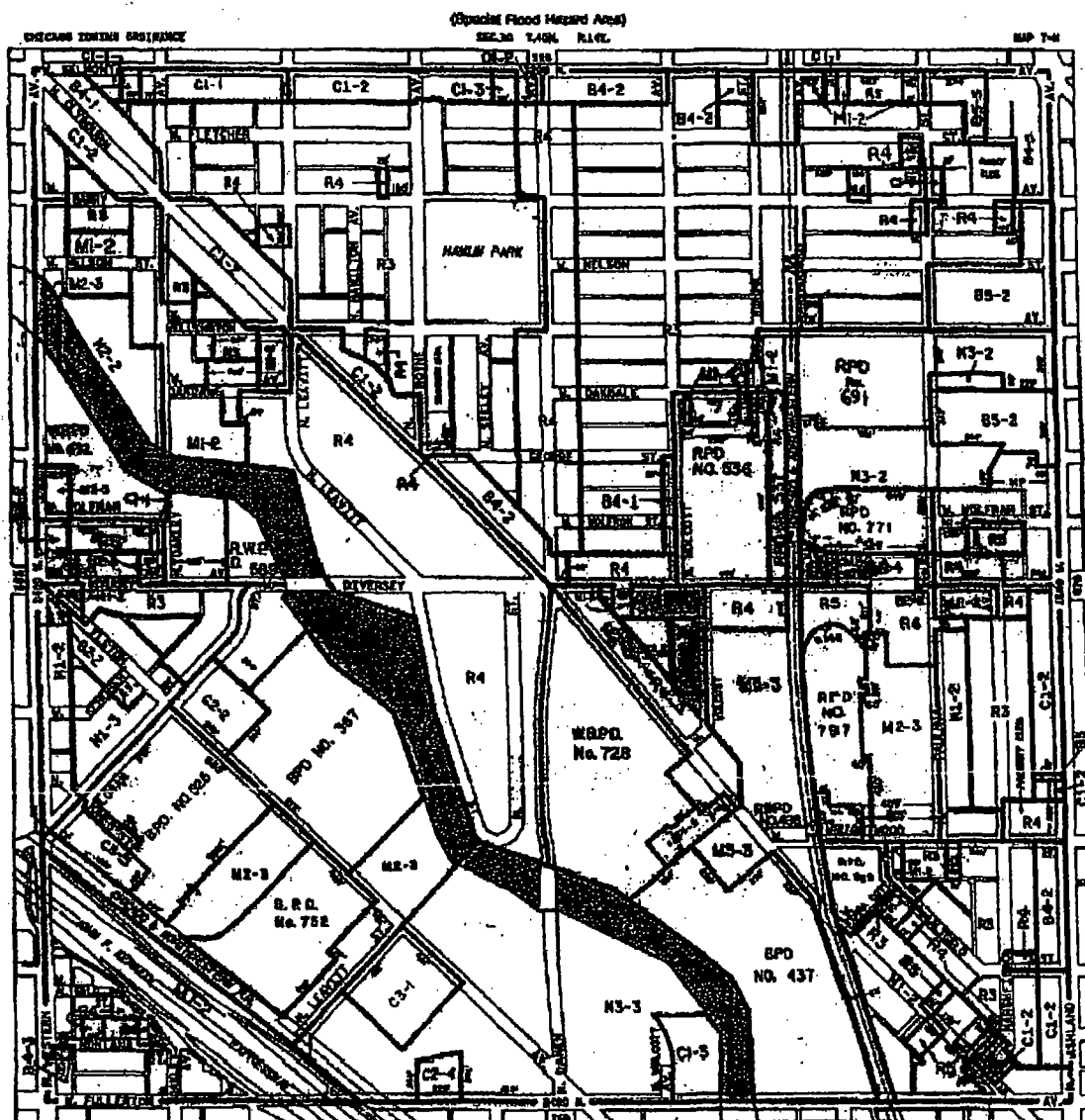
Residential Planned Development.

Bulk Regulations And Data Table.

Gross Site Area = Net Site Area Remaining in Public Rights-of-Way
± 71,278.61 square feet (± 1.64 acres) = ± 63,815.66 square feet (± 1.46 acres)
+ ± 7,462.95 square feet (± 0.17 acres)

Maximum Floor Area Ratio:	1.3
Maximum Number of Dwelling Units:	12
Minimum Number of Off-Street Parking Spaces:	Two parking spaces per dwelling unit
Setbacks:	In accordance with the Site Plan

Existing Zoning Map.

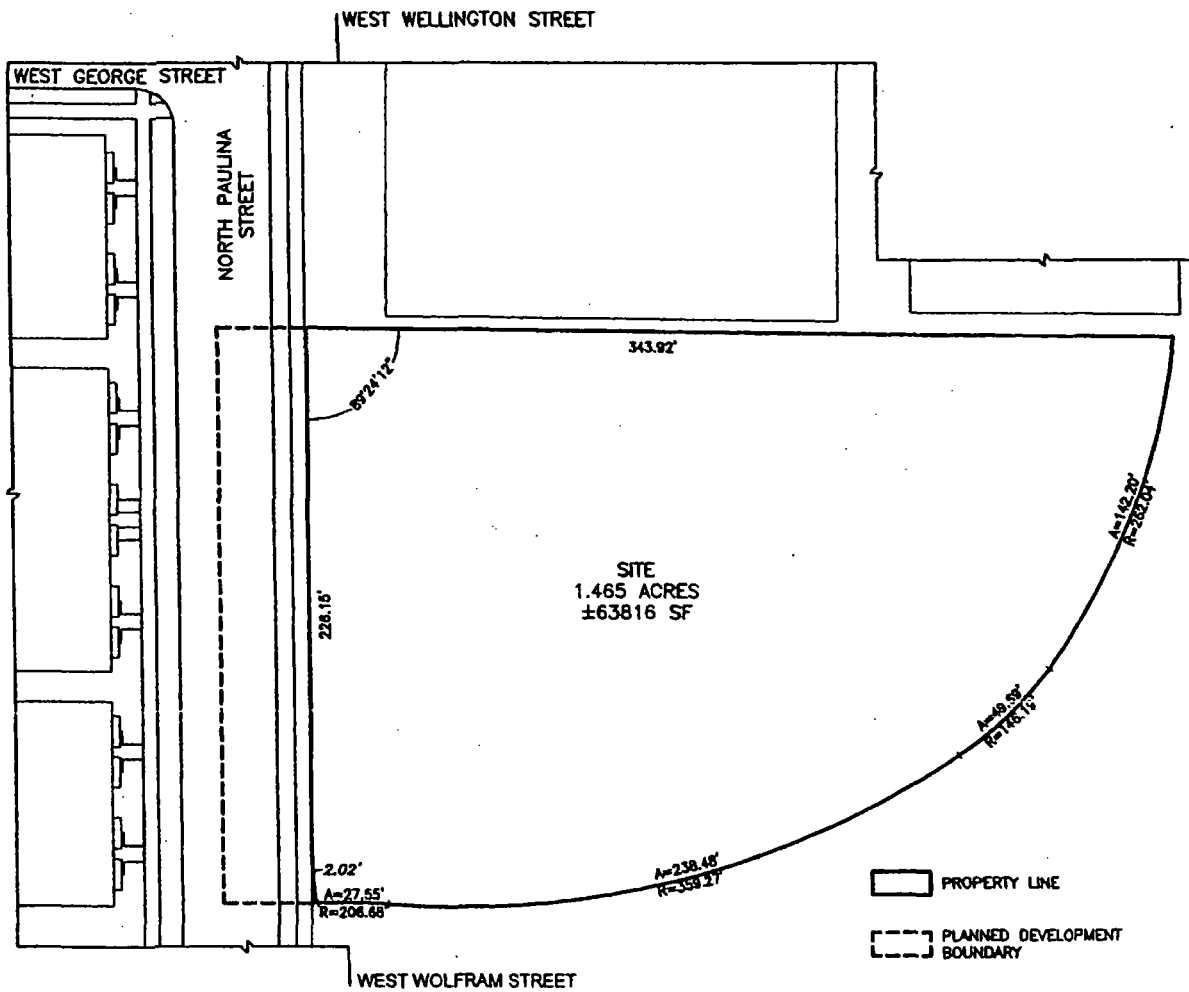


PROJECT: 2865 N. PAULINA
APPLICANT: 2865 N. PAULINA, LLC
C/O JOL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04



EXISTING ZONING MAP

Planned Development Boundary and Property Line Map.

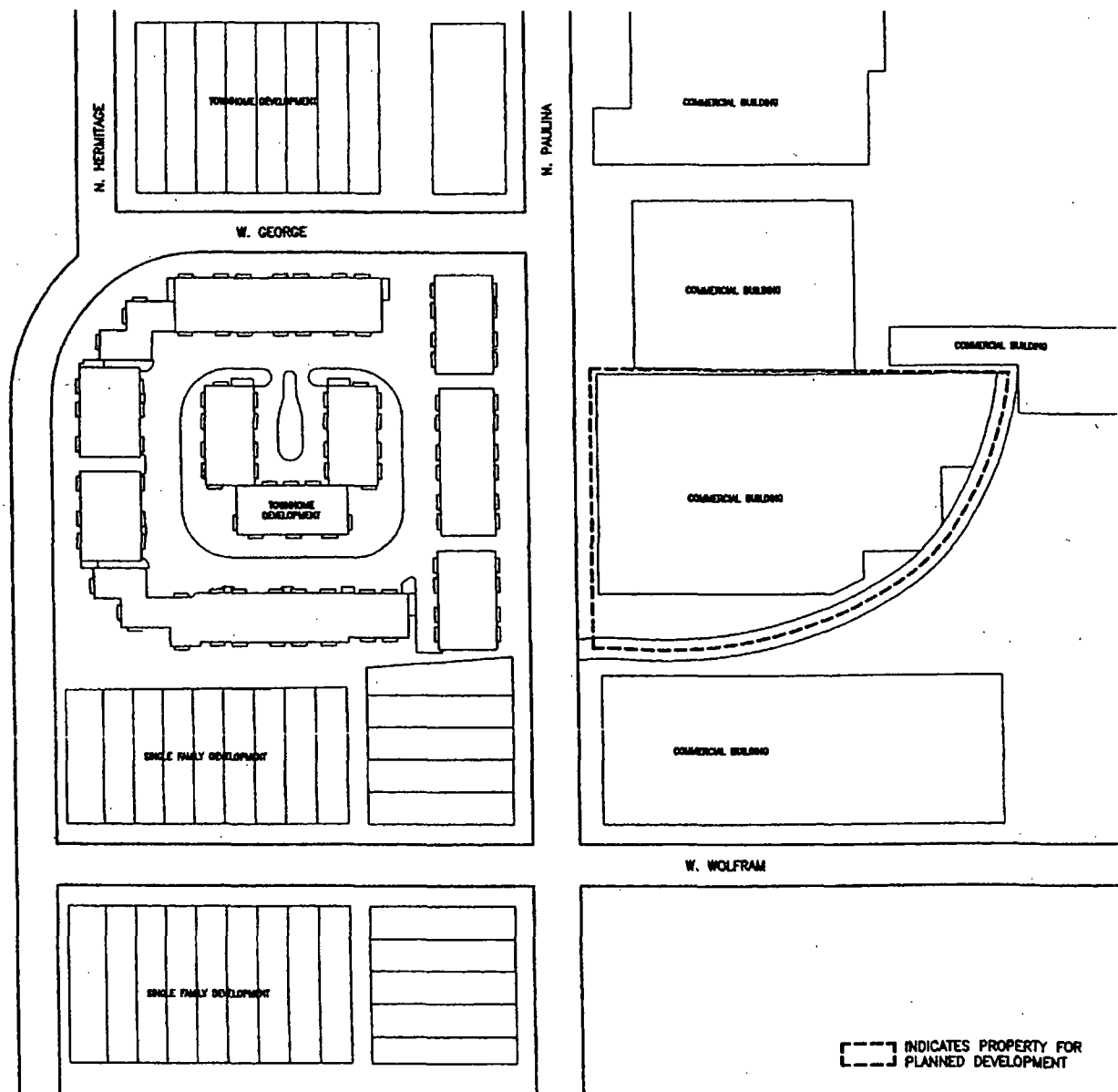


PROJECT: 2865 N. PAULINA
 APPLICANT: 2865 N. PAULINA, LLC
 C/O JDL DEVELOPMENT CONTRACTORS, LLC
 900 N. NORTH BRANCH
 CHICAGO, ILLINOIS 60622
 DATE: 05.05.04



PLANNED DEVELOPMENT BOUNDARY
 AND PROPERTY LINE MAP

Existing Land-Use Map.

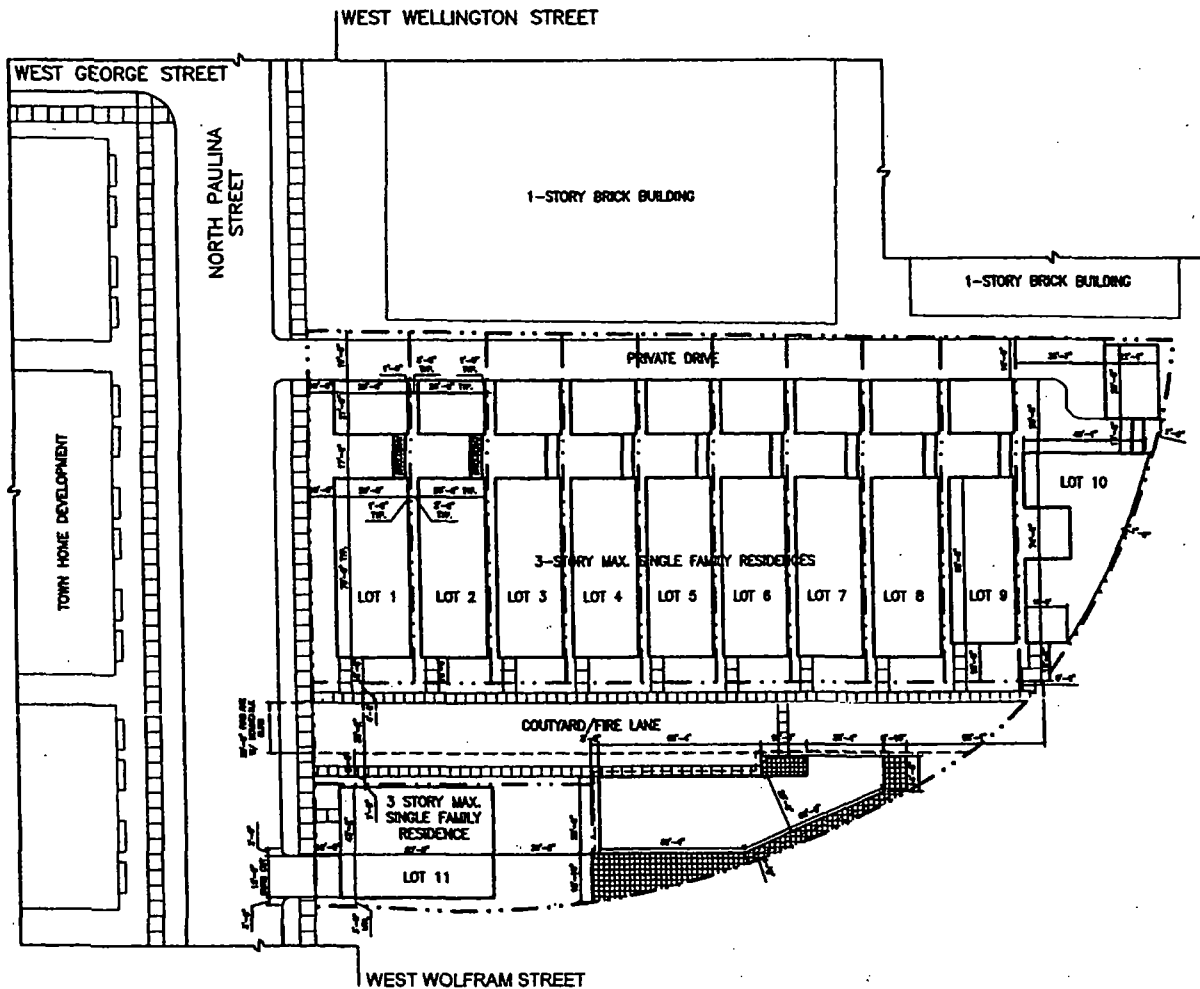


PROJECT: 2865 N. PAULINA
APPLICANT: 2865 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04



EXISTING LAND USE MAP

Site Plan.

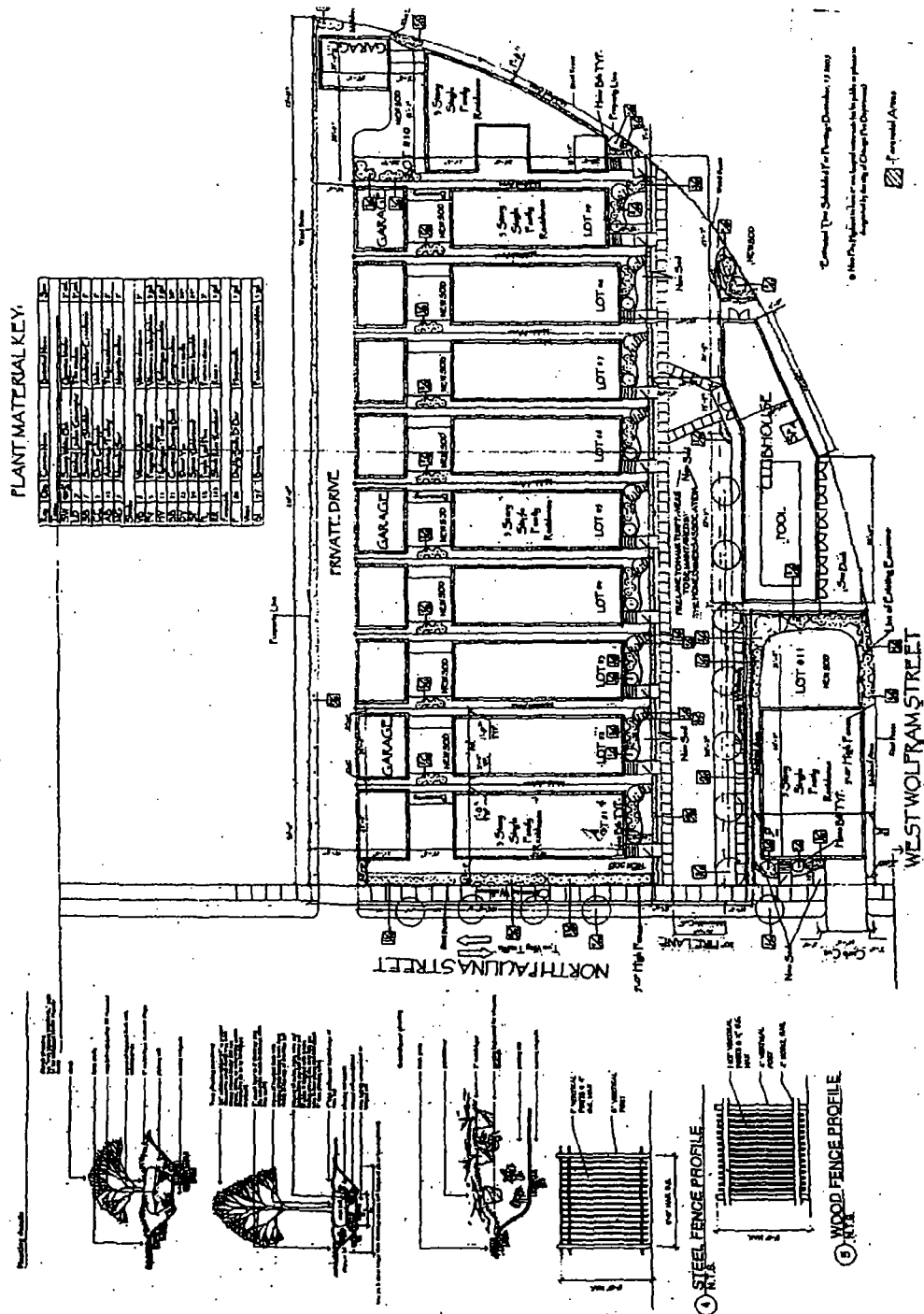


PROJECT: 2885 N. PAULINA
APPLICANT: 2885 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04

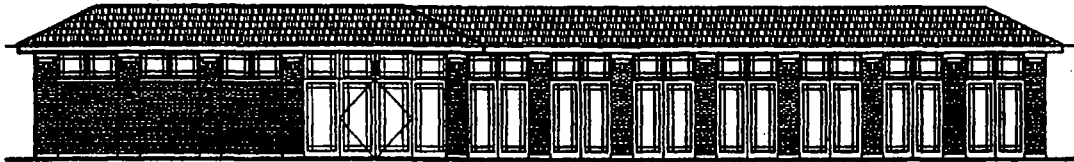


SITE PLAN

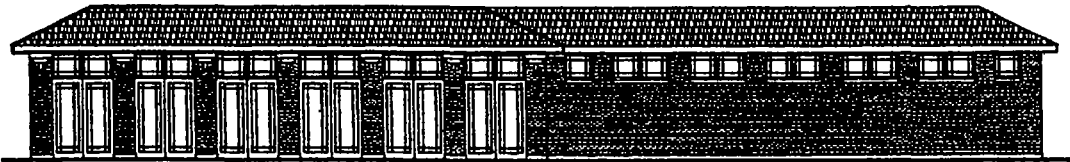
Landscape Plan.



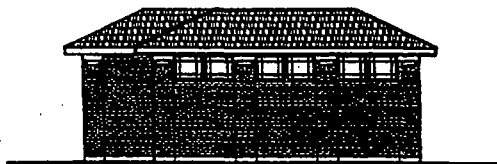
Clubhouse Elevations.



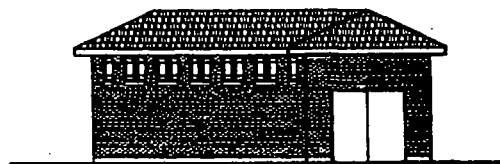
NORTH (FRONT) ELEVATION



SOUTH (REAR) ELEVATION



WEST (SIDE) ELEVATION

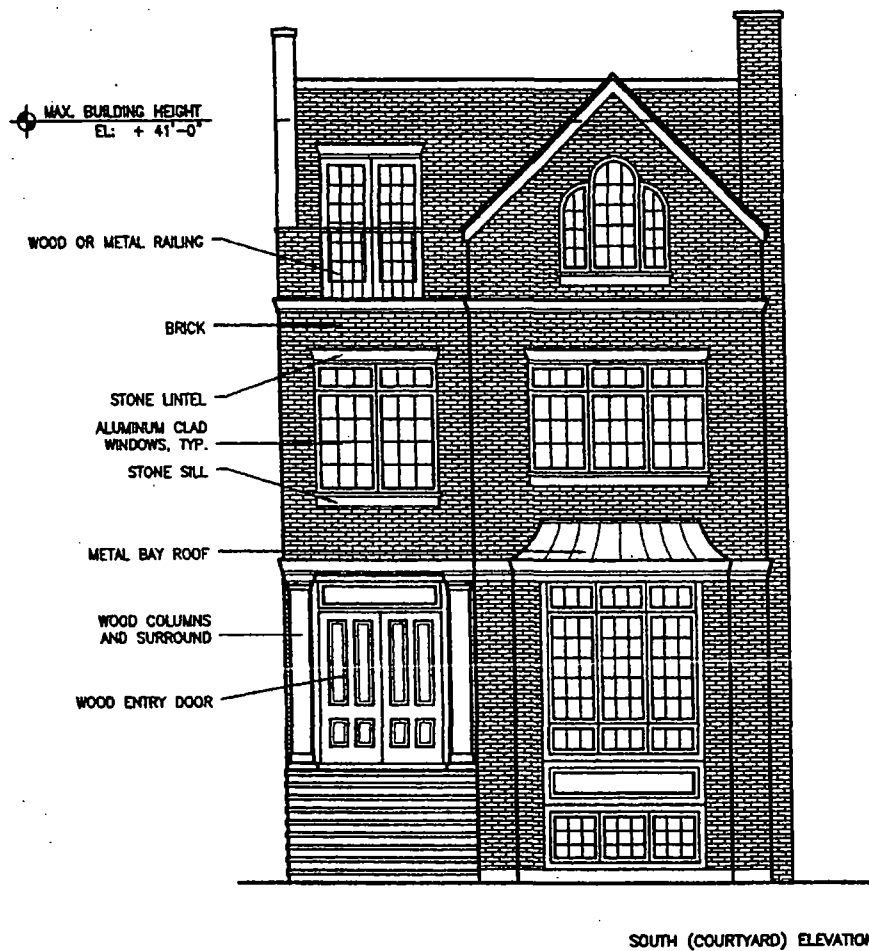


EAST (SIDE) ELEVATION

PROJECT: 2865 N. PAULINA
APPLICANT: 2865 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04
07.15.04 REVISED

CLUBHOUSE ELEVATIONS

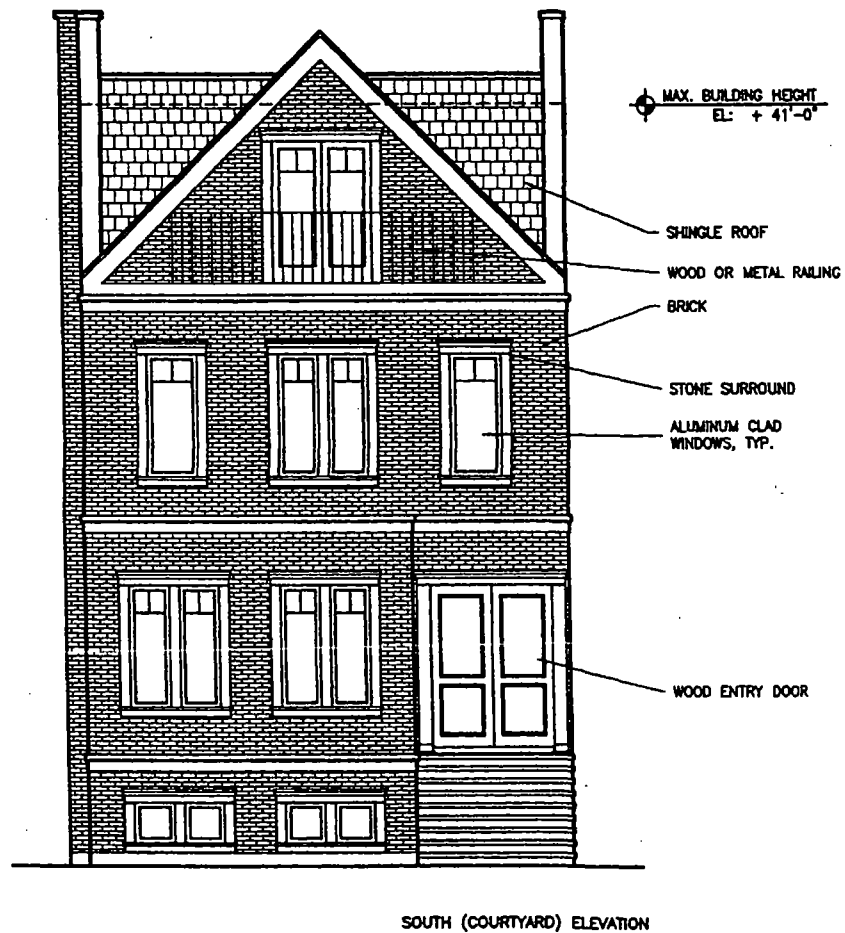
Typical Building Elevations.
(Page 1 of 7)



PROJECT: 2865 N. PAULINA
APPLICANT: 2865 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04
07.15.04 REVISED

BUILDING ELEVATION
NOT TO SCALE

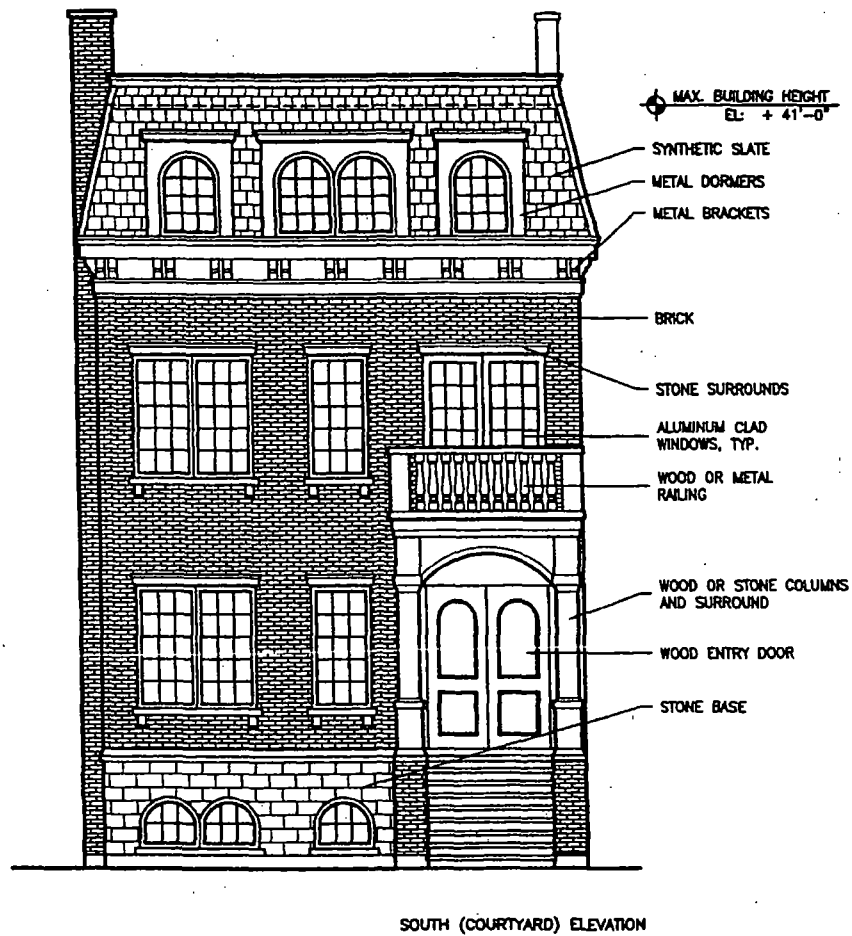
Typical Building Elevations.
(Page 2 of 7)



PROJECT: 2865 N. PAULINA
APPLICANT: 2865 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04
07.15.04 REVISED

BUILDING ELEVATION
NOT TO SCALE

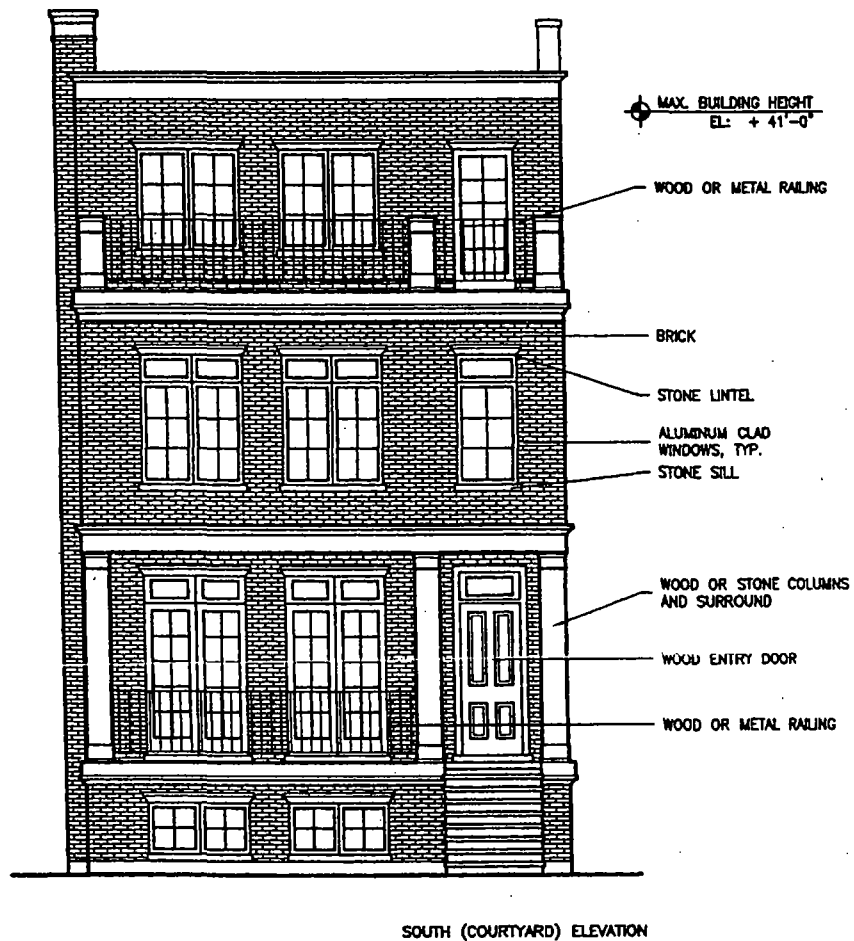
Typical Building Elevations.
(Page 3 of 7)



PROJECT: 2885 N. PAULINA
APPLICANT: 2885 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04
07.15.04 REVISED

BUILDING ELEVATION
NOT TO SCALE

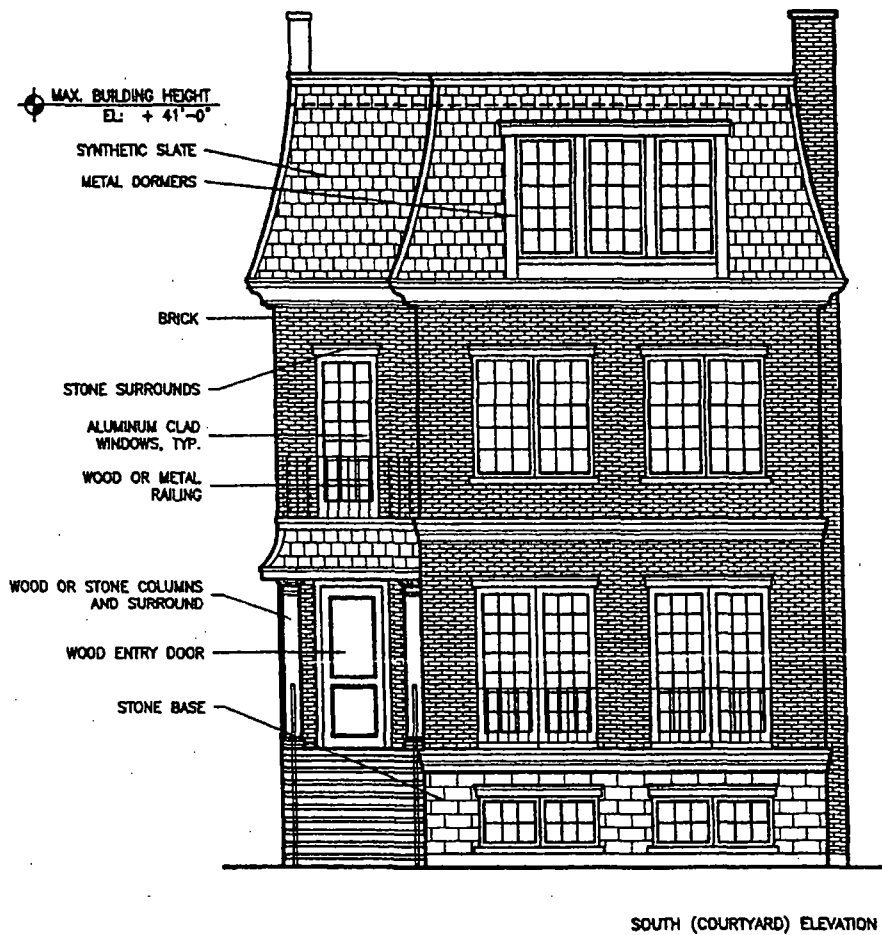
Typical Building Elevations.
(Page 4 of 7)



PROJECT: 2865 N. PAULINA
APPLICANT: 2865 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04
07.15.04 REVISED

BUILDING ELEVATION
NOT TO SCALE

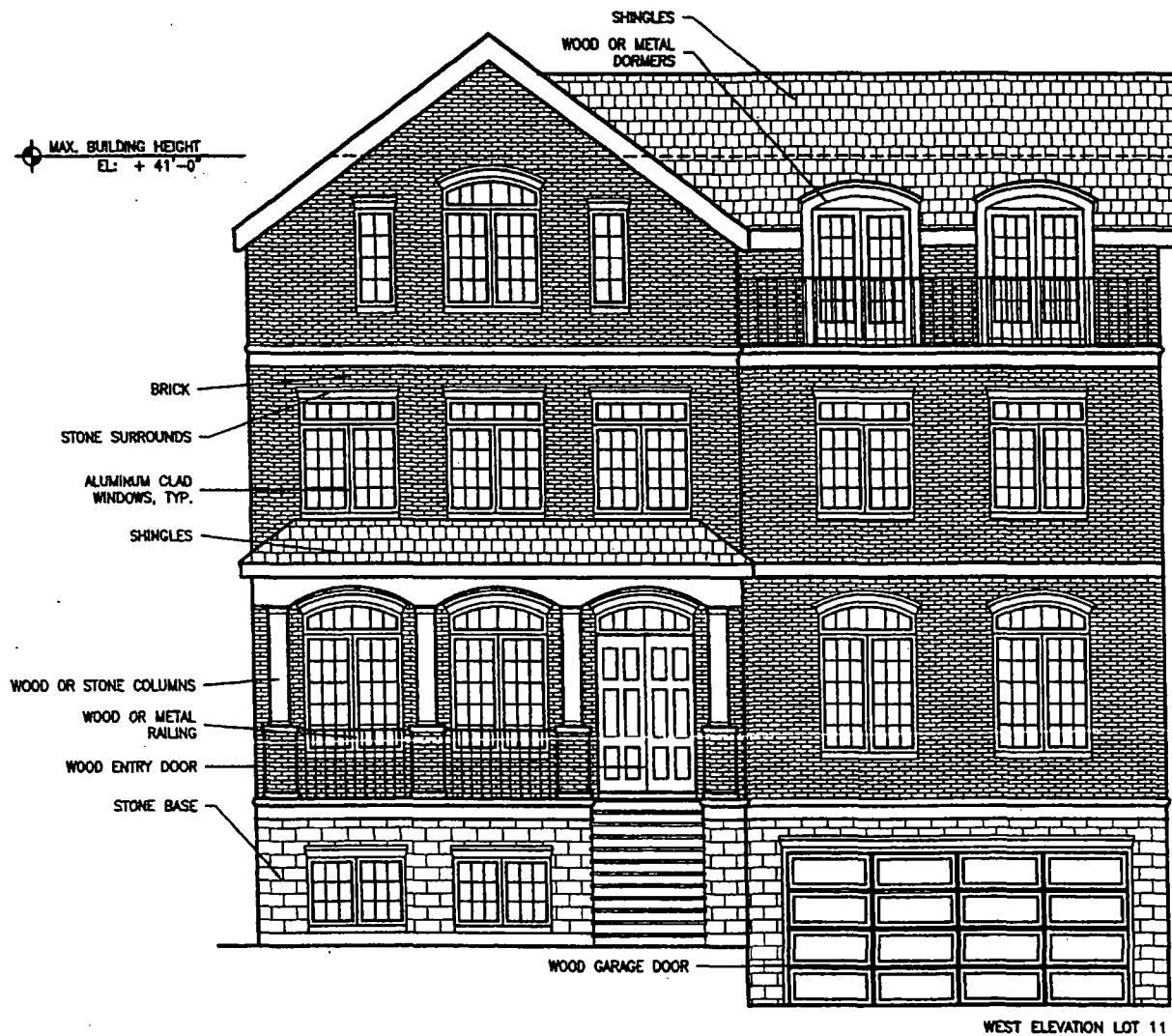
Typical Building Elevations.
(Page 5 of 7)



PROJECT: 2865 N. PAULINA
APPLICANT: 2865 N. PAULINA, LLC
C/O JDL DEVELOPMENT CONTRACTORS, LLC
900 N. NORTH BRANCH
CHICAGO, ILLINOIS 60622
DATE: 05.05.04
07.15.04 REVISED

BUILDING ELEVATION
NOT TO SCALE

Typical Building Elevations.
(Page 6 of 7)

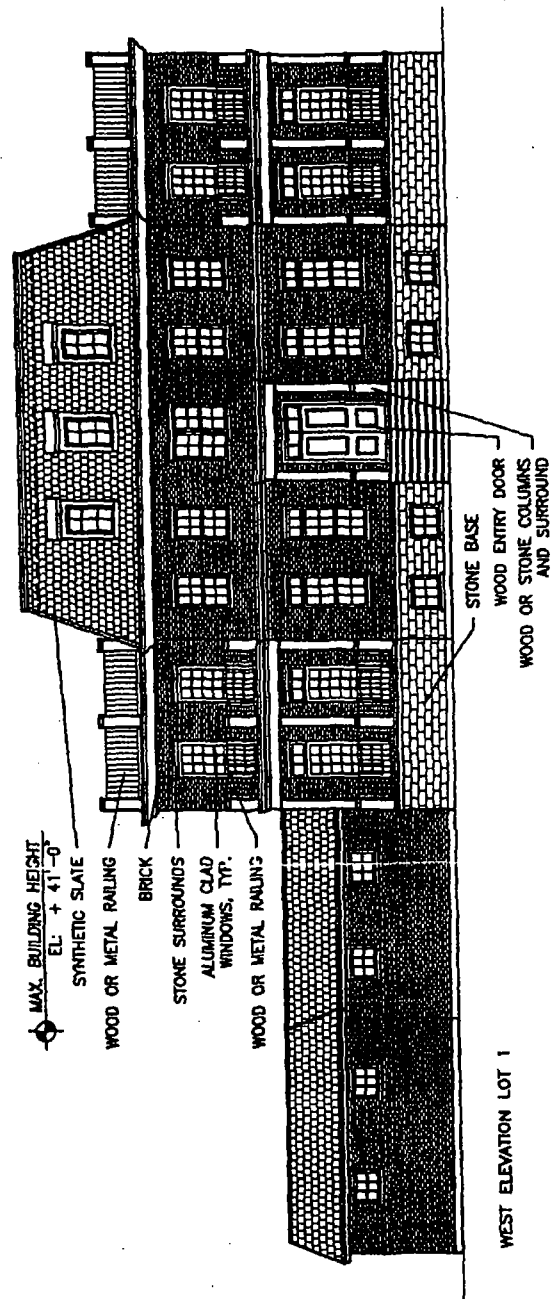


WEST ELEVATION LOT 11

PROJECT: 2865 N. PAULINA
 APPLICANT: 2865 N. PAULINA, LLC
 C/O JDL DEVELOPMENT CONTRACTORS, LLC
 900 N. NORTH BRANCH
 CHICAGO, ILLINOIS 60622
 DATE: 05.05.04
 07.15.04 REVISED

BUILDING ELEVATION
 NOT TO SCALE

Typical Building Elevations.
(Page 7 of 7)



PROJECT: 2865 N. PAULINA
 APPLICANT: 2865 N. PAULINA, LLC
 C/O JDL DEVELOPMENT CONTRACTORS, LLC
 900 N. NORTH BRANCH
 CHICAGO, ILLINOIS 60622
 DATE: 05.05.04
 07.15.04 REVISED

BUILDING ELEVATION
 NOT TO SCALE

Reclassification Of Area Shown On Map Number 7-H.
(Application Number 14488)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 7-H in the area bounded by:

the 16 foot east/west public alley north of and parallel to West Fullerton Avenue; a line 83.50 feet west of and parallel to North Ashland Avenue; West Fullerton Avenue; a line 233.50 feet west of and parallel to North Ashland Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-H.
(Application Number 14453)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 8-H in the area bounded by:

West 35th Place; the northerly right-of-way line of the Chicago and Alton Railroad (Illinois Central Railroad/G.M. & O. Railroad) and South Oakley Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-N.
(Application Number 14473)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residential District symbols and indications as shown on Map Number 9-N in the area bounded by:

a line 240 feet south of and parallel with West Cornelia Avenue; North Narragansett Avenue; a line 300 feet south of and parallel with West Cornelia Avenue; and the public alley next west of and parallel with North Narragansett Avenue,

to those of an R4 General Residential District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-H.
(Application Number 14472)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map Number 11-H in the area bounded by:

West Leland Avenue; the public alley next northeast of and parallel with North Lincoln Avenue; the north line of the Chicago Transit Authority Rapid Transit Line; North Lincoln Avenue; a line 86.87 feet southeast of West Leland Avenue; a line 79.41 feet northeast of North Lincoln Avenue; and West Leland Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-K.
(As Amended)
(Application Number 14480)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Restricted Commercial District and R3 General Residence District symbols and indications as shown on Map Number 11-K in the area bounded by:

West Montrose Avenue; a line 149.50 feet west of and parallel to North Kenneth Avenue; the northeast boundary line of the Interstate 90-94 Expressway; and a line 339 feet west of and parallel to North Kenneth Avenue,

to those of a C3-3 Commercial-Manufacturing District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 15-H.
(Application Number 14286)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 15-H in the area bounded by:

a line 365 feet south of and parallel to West Glenlake Avenue; the alley next east of North Hermitage Avenue; a line 395 feet south of and parallel to West Glenlake Avenue; and North Hermitage Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 15-I.
(Application Number 14287)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 15-I in the area bounded by:

a line 131 feet south of and parallel to West Hollywood Avenue; North California Avenue; a line 181 feet south of and parallel to West Hollywood Avenue; and the alley next west of North California Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

JOINT COMMITTEE.

COMMITTEE ON FINANCE

AND

COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.

**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO BOARD OF EDUCATION
AND ISSUANCE OF TAX INCREMENT ALLOCATION
REVENUE NOTE FOR CONSTRUCTION OF
ALBANY PARK ACADEMY.**

A Joint Committee, comprised of the members of the Committee on Finance and

the members of the Committee on Education and Child Development, submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Education and Child Development having had under consideration an ordinance authorizing entering into and executing an intergovernmental agreement with the Chicago Board of Education regarding the construction of Albany Park Academy, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) PATRICK J. O'CONNOR,
Committee on Education
and Child Development,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

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 (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, The Commission owns in trust for the Board certain real property, which real property is located at 4901 -- 4957 North Sawyer Avenue and 4900 North Kedzie Avenue in Chicago, Illinois (the "Property"), which, together with any necessary easements for ingress and egress, is legally described or otherwise depicted on Exhibit A attached hereto and incorporated herein; and

WHEREAS, The Board wishes to construct an elementary school on the Property to be known as Albany Park Academy; and

WHEREAS, The construction of the elementary school will require the Board (acting through the Commission) to construct buildings and related improvements to house and serve the elementary school (the "Facility") on the Property (all such activities referred to herein shall be known as the "Project"); and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on February 16, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Plan

for Lawrence/Kedzie Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Lawrence/Kedzie Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Lawrence/Kedzie Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Lawrence/Kedzie T.I.F. Ordinances", the Redevelopment Plan approved by the Lawrence/Kedzie T.I.F. Ordinances is referred to herein as the "Lawrence/Kedzie Redevelopment Plan" and the redevelopment project area created by the Lawrence/Kedzie T.I.F. Ordinances is referred to herein as the "Lawrence/Kedzie Redevelopment Area"); and

WHEREAS, All of the Property lies wholly within the boundaries of the Lawrence/Kedzie Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Lawrence/Kedzie Redevelopment Area shall be known as "City Increment"); and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Lawrence/Kedzie Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Lawrence/Kedzie Redevelopment Area; and

WHEREAS, The City desires to use a portion of the City Increment (the "City Increment Funds") for the Project on the Property; and

WHEREAS, The Board intends to issue certain alternate bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate approximately Twenty-five Million Dollars (\$25,000,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the Project, including the costs of certain capital improvements for the Project, and which to the extent to be paid for by the City pursuant and subject to the terms of the Agreement (as hereinafter defined) and this ordinance shall constitute the "T.I.F.-Funded Improvements"; and

WHEREAS, The City agrees to use the City Increment Funds on deposit from time to time in a special account which the City has created or shall create within the Lawrence/Kedzie Redevelopment Project Area Special Tax Allocation Fund created by the City pursuant to the Lawrence/Kedzie T.I.F. Ordinances, which special account is or shall be known as the Albany Park Account, to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Twenty-five Million Dollars (\$25,000,000) (the "City Note"), which will be issued to the Board hereunder, to pay for or reimburse the Board for the costs of the T.I.F.-Funded Improvements; and

WHEREAS, In accordance with the Act, the T.I.F.-Funded Improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Lawrence/Kedzie Redevelopment Plan, and the City has found that the T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement whereby the City shall issue the City Note to the Board, and make payments thereunder, to pay for or reimburse the Board for a portion of the T.I.F.-Funded Improvements; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein by this reference.

SECTION 2. The City hereby finds that the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Planning and Development is authorized to execute and deliver an intergovernmental agreement (the "Agreement"), in substantially the form attached as Exhibit B, and such other documents as are necessary, between the City of Chicago and the Board of Education of the City of Chicago, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. The City Council of the City hereby finds that the City is authorized to issue its tax increment allocation revenue obligation in an aggregate principal amount not to exceed Twenty-five Million Dollars (\$25,000,000) for the purpose of paying a portion of the eligible costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City a principal amount not to exceed Twenty-five Million Dollars (\$25,000,000) for the payment of a portion of the eligible costs constituting T.I.F.-Funded Improvements included within the Project. A note of the City in a principal amount up to Twenty-five Million Dollars (\$25,000,000) shall be issued and shall be designated "Tax Increment Allocation Revenue Note (Lawrence/Kedzie Redevelopment Project), Series 2004A" (the "Note"). The Note shall be substantially in the form attached to the Agreement as (Sub)Exhibit D and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer of the City, or if there is no such officer then holding said office, the City Comptroller (the "Chief Financial Officer"), at the time of issuance to reflect the purpose of the issue. The Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the Note are hereby appropriated for the purposes set forth in this Section 5.

The Note shall mature not later than December 1, 2023 and shall bear interest at a fixed interest rate not to exceed nine percent (9%) per annum from the date of the Note until the principal amount of the Note is paid or until maturity, with the exact rate to be determined by the Chief Financial Officer, computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months.

The principal of and interest on the Note shall be paid by wire transfer of funds by the City Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the Note is registered at the close of business on the payment date, in any event no later than at the close of business on the fifteenth (15th) day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on the Note, and the Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless

be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for the Note, and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note have been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the Note (to the extent such transfer is permitted under the Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the Registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

Upon surrender for a transfer of the Note authorized under the Agreement at the principal office of the Registrar, duly endorsed by or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Chief Financial Officer (or his or her designee) on the instrument of transfer and (iv) any deliveries required under the Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of the fully registered Note shall constitute full and due authorization of the Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange the Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the Note after notice calling the Note for prepayment has been made, nor during a period of five (5) days next preceding mailing of a notice of prepayment of principal of the Note. No beneficial interests in the Note shall be assigned, except in accordance with the procedures for transferring the Note described above.

The person in whose name each Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the

principal of the Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note.

SECTION 7. Subject to the limitations set forth herein, the Chief Financial Officer is authorized to determine the terms of the Note and to issue the Note on such terms as the Chief Financial Officer may deem to be in the best interest of the City. The principal of the Note shall be subject to prepayment as provided in the form of Note attached to the Agreement as (Sub)Exhibit D. As directed by the Chief Financial Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

SECTION 8. The Registrar shall note on the Debt Service Schedule attached to the Note the amount of any payment of principal or interest on the Note, including the amount of any prepayment, and the amount of any reduction in principal pursuant to the Agreement.

SECTION 9. The Note hereby authorized shall be executed as in this ordinance and the Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Agreement, and thereupon, be deposited with the Commissioner, and be by said Commissioner delivered to the Board.

SECTION 10. The City hereby assigns, pledges and dedicates the City Increment that is deposited from time to time after the date hereof in accordance with the Agreement in the Albany Park Account to the payment of the principal of and interest, if any, on the Note when due, and other amounts that may be due under the Agreement, all in accordance with the terms of the Agreement. Upon deposit, the monies on deposit in the Albany Park Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Albany Park Account. All monies on deposit in the Albany Park Account shall be used to pay the principal of and interest on the Note, as applicable, at maturity or upon payment or prepayment prior to maturity, in accordance with their terms, which payments from the Albany Park Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the Note in accordance with their terms, or the earlier termination of the City's obligation to make such payments under the terms of the Agreement, the assignment, pledge and dedication provided for in this Section 10 shall cease and the Board shall have no

claim to any additional monies on deposit in the special tax allocation funds (or General Accounts) from which City Increment is derived.

Notwithstanding any of the foregoing, payments on the Note will be subject to the availability of City Increment in the Albany Park Account.

SECTION 11. The Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the Albany Park Account and shall be a valid claim of the registered owner thereof only against said sources. The Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Note. The City's obligation to fully repay the Note is further limited by the terms and conditions of Article Three of the Agreement.

SECTION 12. Monies on deposit in the special tax allocation funds (or General Accounts) or the Albany Park Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Note.

SECTION 13. Pursuant to the Agreement, the Board shall complete the Project. The eligible costs of the Project constituting T.I.F.-Funded Improvements up to the principal amount of Twenty-five Million Dollars (\$25,000,000) shall be deemed to be a disbursement of the proceeds of the Note, as applicable. Upon issuance, the Note shall have an initial principal balance equal to the Board's prior expenditures for T.I.F.-Funded Improvements (as defined in the Agreement) relating to the Project, which principal balance may be increased thereafter in accordance with the terms of the Agreement up to a maximum amount of Twenty-five Million Dollars (\$25,000,000) all in any such instance as supported by a Certificate of Expenditure in accordance with the Note. After issuance, the principal amount outstanding under the Note shall be the initial principal balance of the Note (as the same may be increased in accordance with the terms of the Agreement), plus interest thereon, minus any principal amount and interest paid on the Note and other reductions in principal as provided in the Agreement.

SECTION 14. The Registrar shall maintain a list of the names and addresses of the registered owners from time to time of the Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 15. The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Note. All covenants relating to the Note are enforceable by the registered owners of the Note.

SECTION 16. The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 17. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 18. This ordinance takes effect upon passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Property.

Legal Description:

Lots 61 through 80 in Thomasson's Fifth Ravenswood Addition in Blocks 21 and 28 of Jackson's Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 and the southwest quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois,

And

Lots 21 through 24 in Thomasson's Fourth Ravenswood Addition in Blocks 21 and 28 of Jackson's Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 and the southwest quarter of Section 12,

Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Numbers:

13-11-423-001 through 13-11-423-017; and

13-11-423-025.

Addresses:

4901 -- 4957 North Sawyer Avenue; and

4900 North Kedzie Avenue.

Exhibit "B".
(To Ordinance)

*Intergovernmental Agreement Between The City Of Chicago, By And
Through Its Department Of Planning And Development, And The
Board Of Education Of The City Of Chicago Regarding
Albany Park Academy.*

This intergovernmental agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2004 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

Recitals.

Whereas, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public

Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

Whereas, The Commission owns in trust for the Board certain real property, which real property is located at 4901 -- 4957 North Sawyer Avenue and 4900 North Kedzie Avenue in Chicago, Illinois (the "Property"), which, together with any necessary easements for ingress and egress, is legally described or otherwise depicted on (Sub)Exhibit A attached hereto and incorporated herein; and

Whereas, The Board wishes to construct an elementary school on the Property to be known as Albany Park Academy; and

Whereas, The construction of the elementary school will require the Board (acting through the Commission) to construct buildings and related improvements to house and serve the elementary school (the "Facility") on the Property (the Facility will have those general features described in (Sub)Exhibit B attached hereto and incorporated herein) (all such activities referred to herein shall be known as the "Project"); and

Whereas, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

Whereas, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on February 16, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Plan for Lawrence/Kedzie Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Lawrence/Kedzie Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Lawrence/Kedzie Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Lawrence/Kedzie T.I.F. Ordinances", the Redevelopment Plan approved by the Lawrence/Kedzie T.I.F. Ordinances is referred to herein as the "Lawrence/Kedzie Redevelopment Plan" and the redevelopment project area created by the Lawrence/Kedzie T.I.F. Ordinances is referred to herein as the "Lawrence/Kedzie Redevelopment Area"); and

Whereas, All of the Property lies wholly within the boundaries of the Lawrence/Kedzie Redevelopment Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Lawrence/Kedzie Redevelopment Area shall be known as the "City Increment"); and

Whereas, The Board is a taxing district under the Act; and

Whereas, The Lawrence/Kedzie Redevelopment Plan, a copy of which is attached hereto as (Sub)Exhibit C, contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Lawrence/Kedzie Redevelopment Area; and

Whereas, The City desires to use a portion of the City Increment (the "City Increment Funds") for the Project on the Property; and

Whereas, The Board intends to issue certain alternate bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate approximately Twenty-five Million Dollars (\$25,000,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the Project, including the T.I.F.-Funded Improvements (as defined in Article Three, Section 3 below); and

Whereas, The City agrees to use the City Increment Funds on deposit from time to time in the Albany Park Account (as more particularly described and provided in Article Three, Section 1 of this Agreement) to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Twenty-five Million Dollars (\$25,000,000) (the "City Note"), which will be issued to the Board hereunder, to pay for or reimburse the Board for the costs of the T.I.F.-Funded Improvements; and

Whereas, In accordance with the Act, the T.I.F.-Funded Improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Lawrence/Kedzie Redevelopment Plan, and the City has found that the T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

The Project.

1. The plans and specifications for the Project shall at a minimum meet the general requirements for the Facility as set forth in (Sub)Exhibit B hereof and shall be provided to the City by the Board prior to the disbursement of City Increment Funds relating to the Project. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto including but not limited to those summarized on (Sub)Exhibit H attached hereto and incorporated herein. The Board shall include a certification of such compliance with each request for City Increment Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees or agents.

*Article Three.**Funding.*

1. (a) Subject to the terms and conditions of this Agreement, including but not limited to this Article Three hereof, the City hereby agrees to issue the City Note, in substantially the form attached hereto as (Sub)Exhibit D, upon issuance of the Board Bonds by the Board. The maximum principal amount of the City Note shall not exceed Twenty-five Million Dollars (\$25,000,000); provided, however, that the maximum principal amount of the City Note shall in no event exceed the Board's eligible redevelopment projects costs that are T.I.F.-Funded Improvements incurred in connection with the Project as approved by the Commissioner; and provided, however, that payments under the City Note are subject to the amount of City Increment pledged hereunder, as described in Article Three, Section 1(c) below, being sufficient for such payments. Each payment under the City Note shall be made from funds available in the Albany Park Account created within the Lawrence/Kedzie Redevelopment Project Area Special Tax Allocation Fund pursuant to paragraph (c) below. The principal amount of the City Note will be increased from time to time, up to its face amount, upon execution by the City of certificate(s) of expenditure ("Certificates of Expenditure") previously signed by the Board and submitted to the City by the Board, in the form attached as (Sub)Exhibit E-2 hereto. The Board may request that a Certificate of Expenditure processed an executed quarterly. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are T.I.F.-Funded Improvements.

Prior to each execution of a Certificate of Expenditure by the City, the Board shall submit to the Department (1) a request for a Certificate of Expenditure ("Request for Certificate of Expenditure"), in the form attached as (Sub)Exhibit E-1 hereto, and (2) documentation regarding the applicable expenditures to the Department. Delivery by the Board to the Department of a Request or Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Request for Certificate of Expenditure, that:

(i) the total amount of the Request for Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Request for Certificate of Expenditure, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized in (Sub)Exhibit H to this Agreement.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(b) Payments under the City Note shall be made at such times and in such amounts as are set forth in the City Note, including the Debt Service Schedule attached thereto. Upon the issuance of the Board Bonds, the Debt Service Schedule shall be finalized by the parties and the City shall issue the City Note. Further, after completion of the Project, the parties shall, if necessary, by mutual agreement, revise the Debt Service Schedule to take into account the actual costs and timing of completion. The City Comptroller of the City and the Commissioner of the Department (the "Commissioner"), on behalf of the City, and the Chief Financial Officer and General Counsel of the Board, on behalf of the Board, shall have the right to revise the Debt Service Schedule from time to time as agreed by the parties. If a payment under the City Note is due on [February 1] of a certain year, then on or before [December 1] of the prior year the Board shall give the Department written notice of the payment due (a "Payment Notice"). A Payment Notice shall specify both the amount due and the date by which payment is due, and shall also reference the then outstanding Prior City Obligation and Future City Obligations (if any).

The City acknowledges that if, at any time, there are insufficient funds to make a scheduled payment of principal and interest on the City Note (other than the payment on the maturity date of the City Note), then the obligation of the City to pay the deficiency will continue on a cumulative basis through the maturity date of the City Note, provided that the City will pay the deficiency on the next payment date if sufficient funds are then available out of Pledged Increment (as such term is defined in Article Three, Section 1(c) below). The Board will have a claim for any

deficiency not paid as of the maturity date but only upon any available City Increment Funds which should have been received by the City and deposited in the Albany Park Account (as such term is defined in Article Three, Section 1(c) below) before or as of the maturity date but are not received by the City until after the maturity date.

(c) The City hereby pledges for payment under the City Note the City Increment for the amount necessary to meet the Debt Service Schedule for the City Note that is deposited from time to time after the date hereof in a special account (the "Albany Park Account") which the City has created or shall create within the Lawrence/Kedzie Redevelopment Project Area Special Tax Allocation Fund (the "Lawrence/Kedzie Fund") created by the City pursuant to the Lawrence/Kedzie T.I.F. Ordinances. Payments on the City Note will be subject to the availability of such City Increment in the Albany Park Account. The availability of such City Increment in the Albany Park Account will be subject to (1) the City's annual retention of not to exceed five percent (5%) of the City Increment deposited annually into the Lawrence/Kedzie Fund for the payment of expenses incurred by the City in the administration and operation of the Lawrence/Kedzie Redevelopment Area (the "Administrative and Operational Retention"), and (2) all restrictions on and obligations of the City contained in all City ordinances relating to the City Increment and, subject to the restrictions set forth in Article Three, Section 1(d) below, all agreements and other documents entered into by the City pursuant thereto (collectively, the "City Increment Restrictions and Obligations"). Such City Increment pledged under this paragraph (including the limitations herein, including but not limited to the Administrative and Operational Retention, the City Increment Restrictions and Obligations, as well as the priority of the "Prior City Obligation" and the "Future City Obligations, as both such terms are defined in Article Three, Section 1(d) below) is referred to as the "Pledged Increment". Subject to the terms and conditions of this Agreement, the City shall deposit the Pledged Increment, when received, into the Albany Park Account.

(d) (i) The Board's prior right to receive Pledged Increment in connection with the City Note shall be subordinate to the City's obligations pursuant to that certain One Million Dollar (\$1,000,000) Tax Increment Allocation Revenue Note (Lawrence/Kedzie Redevelopment Project) Taxable Series 2000 (dated September __, 2000) (the "Prior City Obligation").

(ii) The City, during the Term of the Agreement, with the concurrence of the Board, may subordinate the Board's prior right to receive Pledged Increment in connection with the City Note to other obligations of the City to be paid from City Increment ("Future City Obligations") that would otherwise have been required to be deposited in the Albany Park Account, based upon the City and the Board reasonably agreeing, based on historical and anticipated City Increment, that the payment of the City Note will not be materially adversely affected by such

subordination. The Board's concurrence with and agreement to any such subordination proposed by the City shall be deemed to be given if the City evidences to the Board, by means of a report prepared by a qualified and experienced consultant (acceptable to the Board in its reasonable discretion), that, after payment of scheduled principal and interest payments on (1) the Prior City Obligation, (2) any previously issued Future City Obligations, and (3) the then proposed Future City Obligation in question, the City shall have available City Increment in an amount equal to no less than one hundred twenty-five percent (125%) of the annual amount of principal and interest to be paid under the City Note by the City to the Board on an annual basis pursuant to the Debt Service Schedule. The consultant's report shall take into consideration whether any of the proceeds of a Future City Obligation shall be used to pay all or a part of any of the Prior City Obligation or the previously-issued Future City Obligations (if any).

(iii) In addition to any mutually agreed to subordination to Future City Obligations pursuant to Article Three, subsection 1(d)(ii) hereof, the City, subject to the terms of this Article Three, subsection 1(d)(iii), may, until the earlier to occur of the expiration of the Term of this Agreement or payment in full of the City Note, exclude up to ninety percent (90%) of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("E.A.V.") of such affected parcels over and above the E.A.V. of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). The E.A.V. of the affected parcels for the Base Year shall be the E.A.V. that was the basis for the determination of ad valorem property taxes in the Base Year. For example, if a new assisted development project commences in 2010, then the Base Year shall be 2009, but the E.A.V. of the affected parcels for the Base Year of 2009 shall be the E.A.V. for tax year 2008, which was the basis for the determination of taxes in 2009. Except for (1) the foregoing, (2) the Prior City Obligation, and (3) any mutually agreed to subordination to Future City Obligations pursuant to Article Three, subsection 1(d)(ii) hereof, the Board shall retain its initial lien status relative to City Increment.

In the event that the City elects to avail itself of the provisions of this Article Three, subsection 1(d)(iii), it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the E.A.V. thereof for the Base Year.

(e) Upon expiration of any call protection period associated with the Board Bonds but before the maturity date, the City shall have the right to prepay in full or in part the City Note in an amount (including any principal and premium, if any) sufficient to enable the Board to call and redeem the Board Bonds, in which event the covenants, agreements and other obligations of the City to the Board shall be discharged and satisfied. The City shall give the Board not less than thirty (30) days advance written notice of its intent to prepay the City Note.

2. The current estimate of the cost of the Project is Twenty-eight Million Four Hundred Twenty-two Thousand Three Hundred Twenty-six Dollars (\$28,422,326). The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as (Sub)Exhibit F. The Board certifies that it has identified sources of funds (including the City Increment Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Increment Funds to the Project and that all costs of completing the Project over the City Increment Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds.

3. Attached as (Sub)Exhibit G and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs, financing costs to be incurred in connection with the City Note and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Increment Funds ("T.I.F.-Funded Improvements"); and to the extent the T.I.F.-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the T.I.F.-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these T.I.F.-Funded Improvements are necessary and directly result from the Lawrence/Kedzie Redevelopment Plan. Prior to the expenditure of City Increment Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to (Sub)Exhibit G as he or she wishes in his or her discretion to account for all of the City Increment Funds to be expended under this Agreement; provided, however, that (a) such modifications shall not decrease the maximum principal amount of the City Note, and (b) all T.I.F.-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Lawrence/Kedzie Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Increment Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Increment Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Increment Funds contemplated by this

Agreement and the amount of the City Increment Funds actually paid by the City to the Board and expended by the Board on the Project.

To the extent that any City Increment Funds are deposited with the trustee under an indenture securing the Board Bonds, if said trustee returns any excess City Increment Funds to the Board after making all principal and interest payments due in the bond year for which the City Increment Funds were deposited with the trustee, then the Board shall pay such excess City Increment Funds to the City within thirty (30) days of receipt thereof.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. Commencing with the first State fiscal year (July 1 -- June 30) beginning after the execution of this Agreement and for each State fiscal year thereafter until and including State fiscal year 2021, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds one hundred thirty percent (130%) of One Hundred Fourteen Million Nine Hundred Fourteen Thousand One Hundred Thirty-one Dollars (\$114,914,131), as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to fifty percent (50%) of the grant amount that the Board receives that is in excess of one hundred thirty percent (130%) of the Base Amount (the "Excess Amount"). For example, if the Base Amount was One Hundred and no/100 Dollars (\$100.00) and if the Board was awarded a grant of One Hundred Fifty and no/100 Dollars (\$150.00) in a particular State fiscal year, Twenty and no/100 Dollars (\$20.00) of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to Ten and no/100 Dollars (\$10.00), which is fifty percent (50%) of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City.

It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

Article Four.

Term.

The Term of the Agreement shall commence on the date of its execution and shall expire on the date on which the Lawrence/Kedzie Redevelopment Area is no longer in effect (through and including [February 16] [December 31], 2023).

Article Five.

Indemnity; Default.

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreement directly related to this Agreement, and may suspend disbursement of the City Increment Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Six.

Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven.

Notice.

Notice To Board Shall Be Addressed To:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

Notice To The City Shall Be Addressed To:

Commissioner
City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

and

Corporation Counsel
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Fax: (Omitted for printing purposes)

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (Fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

Article Eight.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Ten.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven.

Governing Law And Severability.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Article Twelve.

Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Article Thirteen.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties.

Article Fourteen.

Authority.

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2004. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent

and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Sixteen.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

Article Seventeen.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Eighteen.

No Personal Liability.

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

*Article Nineteen.**Representatives.*

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For The Board:

Board of Education of the City of Chicago
125 South Clark Street
Chicago, Illinois 60603
Attention: Chief Financial Officer
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The City:

City of Chicago, Department of Planning
and Development
121 North LaSalle Street, Room 1101
Chicago, Illinois 60602
Attention: Deputy Commissioner,
Development Finance
Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois,
by and through the Department of
Planning and Development

By: _____
Commissioner,
Department of Planning
and Development

The Board of Education of the City of
Chicago

By: _____
President

Attest By: _____
Secretary

Board Resolution Number: 01 -0725-RS2

Approved as to legal form:

General Counsel

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement
with Chicago Board of Education constitutes Exhibit "A"
to the ordinance and is printed on pages 30722
through 30723 of this *Journal*.]

[(Sub)Exhibit "C" referred to in this Intergovernmental Agreement
with Chicago Board of Education unavailable at
time of printing.]

(Sub)Exhibits "B", "D", "E-1", "E-2", "F", "G" and "H" referred to in this
Intergovernmental Agreement with Chicago Board of Education read as follows:

(Sub)Exhibit "B".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Features Of The Facility.

Address:

West Argyle Street and North Sawyer Avenue.

Project Description:

The new Albany Park Middle School project will result in a full service school facility for use by the Board of Education and a contiguous campus park. The school will be located between West Argyle Street and West Ainslie Street, on the east side of North Sawyer Avenue.

The middle school, designed for seven hundred twenty (720) students, will accommodate students between sixth (6th) and eighth (8th) grades. The school will be comprised of five (5) one thousand two hundred (1,200) square foot classrooms, eighteen (18) nine hundred (900) square foot classrooms, four (4) special education classrooms, music classroom, science classrooms, art classroom, library, gymnasium, a full service kitchen and dining facility, as well as offices for administrative functions, the school nurse and student support services.

The new building will be located directly across from North Sawyer Avenue from the existing Hibbard School. North Sawyer Avenue will be closed to vehicular traffic and developed as a campus park as a feature of this project.

Capacity:

Student enrollment capacity will be approximately nine hundred forty (940) students.

(Sub)Exhibit "D".

(To Intergovernmental Agreement With
Chicago Board of Education)

Form Of Note.

Registered
Number R-1

Maximum Amount
\$25,000,000
(subject to change)

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Revenue Note
(Lawrence/Kedzie Redevelopment Project), Series 200_A.

Registered Owner: Board of Education of the City of Chicago

Interest Rate: Not to exceed nine percent (9%) per annum, with the exact rate to be determined by the City Comptroller of the City of Chicago

Maturity Date: [December 31], 2023

Know All Persons By These Presents, That the City of Chicago, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Twenty-five Million Dollars (\$25,000,000) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance, with payments of principal and interest to be made according to the Debt Service Schedule attached hereto. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Albany Park Account (as defined in the hereinafter defined Agreement) is due February 1 of each year commencing February 1, 2005, until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately preceding the applicable payment, maturity or prepayment date, and shall be paid by wire transfer of such money to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar by the

close of business on the fifteenth (15th) day of the month immediately after the applicable payment, maturity or prepayment date; provided, that the final installment of principal and accrued but unpaid interest will be payable on or before the maturity date and solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Twenty-five Million Dollars (\$25,000,000) for the purpose of reimbursing the Registered Owner for certain eligible redevelopment project costs incurred by the Registered Owner (the "Project"), which were acquired, constructed and installed in connection with the development set forth in (Sub)Exhibit B of that certain Intergovernmental Agreement between the City of Chicago, by and through its Department of Planning and Development, and the Board of Education of the City of Chicago regarding Albany Park Academy dated as of _____, 2004 (the "Agreement") within the Lawrence/Kedzie Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an ordinance adopted by the City Council of the City on _____, 200_ the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Pledged Increment (As Defined In Article Three (1)(C) Of The Agreement), If Any, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. Subject to the terms of the Agreement, this Note, from and after _____, 20 __, may, at the option of the City, be prepaid in full together with any unpaid accrued interest to the redemption date (the "Note Redemption Date") and with such premium, if any, that may become due in accordance with the Agreement. So long as the Registered Owner of this Note is the Board of Education of the City of Chicago (the "Board"), such prepayment shall occur only in connection with the redemption

of the Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 200__ (the "Bonds"), of the Board, the Note Redemption Date shall be not less than thirty (30) days nor more than seventy-five (75) days prior to a date on which the Bonds are subject to optional redemption by the Board (the "Bond Payment Date"), and the premium payable upon such prepayment shall equal the positive difference between (i) the sum of (a) the principal, redemption premium, if any, and accrued interest to the redemption date on all Bonds to be redeemed from the Note Redemption Date to the Bond Payment Date, (b) the principal amount of the Bonds, if any, maturing on any date from the Note Redemption Date to the Bond Payment Date, (c) the interest on the Bonds due and payable on any interest payment date that occurs from the Note Redemption Date to the Bond Payment Date, (d) the amount of any payments required to be made by the Board to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended, due or to become due as a result of the redemption of the Bonds, (e) any termination payment required to be paid by the Board under any forward supply contract, guaranteed investment contract or similar contract entered into by the Board with respect to the Bonds as a result of the prepayment of the Note, and (f) any unreimbursed payments made by the Board as a result of any deficiency in the payment of the principal of or interest on the Note, and (ii) the sum of (a) the amount of principal of and accrued interest on the Note paid on the Note Redemption Date, (b) any amounts held under that certain Trust Indenture dated as of _____ 1, 200-the "Indenture") between the Board and _____, as trustee, that may be applied to the payments set forth in (i) above, (c) any termination payment required to be paid to the Board under any forward supply contract, guaranteed investment contract or similar contract entered into by the Board with respect to the Bonds as a result of the prepayment of the Note, and (d) any investment income determinable on the Note Redemption Date to be earned from the investment of monies held in any defeasance escrow fund for the benefit of the Bonds from the Note Redemption Date to the Bond Redemption Date. The determination of the amounts described above shall be made by the Board and provided to the City in writing and such determination by the Board shall be conclusive. Notice of any such prepayment shall be sent by registered or certified mail not less than thirty (30) days prior to the date fixed for prepayment to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer,

a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment has been mailed, nor during a period of five (5) days next preceding mailing of a notice of prepayment of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Agreement provide. This Note may be supplemented and amended and a new form of Note substituted therefor as permitted by the Agreement.

Pursuant to the Agreement, the Registered Owner has agreed to acquire and construct the Project and to advance funds for the payment of the costs of the construction of certain facilities related to the Project on behalf of the City. Such payment of costs in the amount of not to exceed Twenty-five Millions Dollars (\$25,000,000) shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Article Five, Section 2 of the Agreement, the City has reserved the right to terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the Mayor and attested by the duly authorized manual or facsimile signature of the City Clerk of the City, all as of _____, ____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and
Paying Agent:

Comptroller of the
City of Chicago,
Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Lawrence/Kedzie Redevelopment Project), Series 200_A, of the City of Chicago, Illinois.

City Comptroller

Date: _____

Debt Service Schedule referred to in this Form of Note reads as follows:

Debt Service Schedule.
(To Form Of Note)

Summary Of Annual Note Payments.

Year Collected*	I.G.A. Note Amount
2003	--
2004	--
2005	\$1,400,000
2006	1,405,000
2007	1,888,000
2008	1,888,000
2009	1,888,000
2010	2,336,000
2011	2,275,000
2012	2,313,000
2013	2,790,000
2014	2,791,000
2015	2,786,000
2016	2,790,000

* Payment to be made no later than February 1 of the following year.

Year Collected*	I.G.A. Note Amount
2017	\$2,786,000
2018	2,792,000
2019	2,993,000
2020	2,993,000
2021	2,992,000
2022	2,991,000
2023	<u>2,993,000</u>
TOTAL:	\$47,090,000

(Sub)Exhibit "E-1".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Request For Certificate Of Expenditure.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies that with respect to that certain Intergovernmental Agreement between the Board and the City of Chicago dated _____, 200__ (the "Agreement"):

* Payment to be made no later than February 1 of the following year.

A. The following is a true and complete statement of all expenditures for the Project to Date:

Total: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Board requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited those summarized on (Sub)Exhibit H of the Agreement.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit F to the Agreement; and (2) evidence of the expenditures upon T.I.F.-Funded Improvements for which the Board hereby seeks reimbursement.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

The Board of Education of the
City of Chicago, a body corporate and politic

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____.

My commission expires: _____

Agreed and accepted:

City of Chicago
Department of Planning and Development

Name: _____

Title: _____

9/1/2004

REPORTS OF COMMITTEES

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(Sub)Exhibit "E-2".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Certificate Of Expenditure.

_____, 200__

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
Twenty-five Million Dollar (\$25,000,000) Tax Increment
Allocation Revenue Note (Lawrence/Kedzie Corridor
Redevelopment Project), Series 200__A (the "Note").

This Certificate is submitted to you, Registered Owner of the Note, pursuant to the ordinance of the City authorizing the execution of the Note adopted by the City Council of the City on _____, 2004 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$ _____ is advanced as principal under, or has been added to the principal balance of, the Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Note is \$ _____, including the amount of this Certificate and less any payment made on the Note as of the date hereof, and the amount of interest accrued on the principal balance of the Note as of the date hereof is \$ _____.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____, 200__.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

(Sub)Exhibit "F".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Project Budget.

Chicago Public Schools

Capital Improvement Program

Project Initiation Form.

To: The Department of Operations,
Chicago Public Schools

Date: July 23, 2003

The Program Manager has reviewed the list of pre-qualified architects and recommends that the following project be initiated and funded as follows:

Project Name: Albany Park
Project Number: 2003-6290-NSC
Scope of Work: New Construction
Architect of Record: PBC-
Managing Architect: OWP & P

Scope	Notes	Item	Units	Unit Cost	Total
1. Demolition/Site Prep	(By C.P.S.)	0	l.s.	\$	\$ 1,800,000
2. Environmental	(Included In Demolition)				N/A
3. Total Demolition					1,800,000
4. Construction					

9/1/2004

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Scope	Notes	Item	Units	Unit Cost	Total
5. Total Construction					\$15,842,000
6. Construction Contingency		2% of construction (line 5)			\$316,840
7. FFE	(By C.P.S.)	102,870	s.f.	\$4.00	411,480
8. FFE Consultant	(By C.P.S.)				16,459
9. Builder's Risk					12,594
10. Affirmative Action Consulting					103,765
11. QA Inspections					54,521
12. Architect of Record (including reimbursables and all Consultants)					752,495
13. Environmental Consulting					0
14. Owners Representative		At \$115.50/hour Labor rate			612,412
15. P.B.C. Fee		3% of construction (line 5)			475,260
16. Land Acquisition	(By C.P.S.)				8,024,500
17. Project Total					28,422,327
Total Budget Required					28,422,327
C.P.S. Funded Previously					
P.B.C. Budget For Project					28,422,327
Previous Board Report to P.B.C.					0
Additional Board Adjustment to P.B.C.					28,422,327

Operations

Date

14. Calculation for owners rep. Design	6	months	x	60%	x	\$ 20,020	=	72,072
Construction	20	months	x	100%	x	\$ 20,020	=	400,400
Closeout	5	months	x	60%	x	\$ 20,020	=	60,060
Subtotal								\$532,532
Executive cost at 10%								\$ 53,253
Reimbursables at 5%								<u>26,627</u>
TOTAL:								\$612,412

(Sub)Exhibit "G".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Project T.I.F.-Funded Improvements.

Note: In addition to the T.I.F.-Funded Improvements listed on the attached, financing costs involving the City note are also Eligible Redevelopment Project Costs under the Act and are therefore deemed to be included as "T.I.F.-Funded Improvements" under the Agreement.

Attachment to these Project T.I.F. -Funded Improvements reads as follows:

Albany Park Academy: Project Budget/Cost To
Date/T.I.F. Eligible Expenses

	New School Budget	New School Costs	T.I.F.-Funded Improvements
Land Acquisition			
Hard Costs			
Relocation Costs			

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	New School Budget	New School Costs	T.I.F.-Funded Improvements
Soft Costs			
Subtotal	<u>\$8,024,500</u>	<u>\$5,924,500</u>	<u>\$8,024,500</u>
Site Preparation			
Demolition	\$1,800,000	\$ 0	\$1,800,000
Remediation			
Subtotal	<u>\$1,800,000</u>	<u>\$ 0</u>	<u>\$1,800,000</u>
General Construction			
Construction	\$15,842,000		\$15,842,000
Contingency	316,840		316,840
Subtotal	<u>\$16,158,840</u>	<u>\$ 0</u>	<u>\$16,158,840</u>
FF And E/Art			
Art	\$ 0		\$ 0
Hard Costs	411,480		411,480
Soft Costs	16,459		0
Subtotal	<u>\$ 427,939</u>		<u>\$ 411,480</u>
Professional Fees			
Fees	\$1,535,787		\$1,535,787
Contingency	0		0

	New School Budget	New School Costs	T.I.F.-Funded Improvements
P.B.C. Administration	\$ 475,260		\$ 0
Subtotal	<u>\$2,011,047</u>		<u>\$1,535,787</u>
Totals	<u>\$28,422,327</u>	<u>\$5,924,500</u>	<u>\$27,930,607</u>

(Sub)Exhibit "H".
(To Intergovernmental Agreement With
Chicago Board Of Education)

*Laws, Rules And Regulations Applicable To
The Board/Board Policies, Programs
And Procedures.*

Pursuant to recent developments, the Board is in the process of revising its M.B.E./W.B.E. program, and it is anticipated that such revisions will be substantially similar to those recently made by the City to its M.B.E./W.B.E. program. The Board's revised M.B.E./W.B.E. program, as and when adopted by the Board, will be incorporated into contracts for the Project. Once the Board adopts its revised M.B.E./W.B.E. program, the Board will provide the City with a detailed description thereof for attachment to this Agreement as an exhibit.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO BOARD OF EDUCATION
AND ISSUANCE OF TAX INCREMENT ALLOCATION
REVENUE NOTE FOR REHABILITATION AND
EXPANSION OF BENITO JUAREZ
COMMUNITY ACADEMY.

A Joint Committee, comprised of the members of the Committee on Finance and the members of the Committee on Education and Child Development, submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Education and Child Development, having had under consideration an ordinance authorizing entering into and executing an intergovernmental agreement with the Chicago Board of Education regarding the rehabilitation and expansion of the Benito Juarez Community Academy, 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 Committees.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) PATRICK J. O'CONNOR,
Committee on Education
and Child Development,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyas, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

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 (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, The Commission owns in trust for the Board certain real property, which real property is located at 1440 West 21st Place and 1405 West 21st Street in Chicago, Illinois (the "Existing Property"), which, together with any necessary easements for ingress and egress, is legally described or otherwise depicted on Exhibit A attached hereto and incorporated herein; and

WHEREAS, The Board wishes to rehabilitate and expand a secondary school, known as Benito Juarez Community Academy, on the Existing Property and possibly on adjacent or contiguous real property anticipated to be acquired by the Board or by the Commission to be owned in trust for and leased to the Board (the "New Property") (the Existing Property and the New Property, if and when so acquired by the Board or the Commission, shall be referred to herein as the "Property"); and

WHEREAS, The construction, rehabilitation and expansion of the secondary school will require the Board (acting through the Commission) to construct, rehabilitate and expand buildings and related improvements to house and serve the secondary school (the "Facility") on the Property (all such activities referred to herein shall be known as the "Project"); and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on June 10, 1998 (as amended by an ordinance adopted by the City Council on November 12, 2003): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Pilsen Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Pilsen Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Pilsen Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Pilsen T.I.F. Ordinances", the Redevelopment Plan approved by the Pilsen T.I.F. Ordinances is referred to herein as the "Pilsen Redevelopment Plan" and the redevelopment project area created by the Pilsen T.I.F. Ordinances is referred to herein as the "Pilsen Redevelopment Area"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 12, 2003 (the "Pilsen T.I.F. Bond Ordinance"), the City intends to issue Forty-nine Million Five Hundred Twenty Thousand Dollar (\$49,520,000) City of Chicago Tax Increment Allocation Revenue Bonds (Pilsen Redevelopment Project), Series 2004, consisting of Twenty-two Million Nine Hundred Twenty-five Thousand Dollar (\$22,925,000) Series 2004A Tax Increment Allocation Revenue Bonds (Taxable) (the "Series 2004A Bonds") and Twenty-six Million Five Hundred Ninety-five Thousand Dollar (\$26,595,000) Series 2004B Junior Lien Tax Increment Allocation Revenue Bonds (Tax-Exempt) (the "Series 2004B Bonds") (the Series 2004A Bonds and the Series 2004B Bonds, together the "Series 2004 Bonds") as a means of financing certain Pilsen Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Series 2004 Bonds when issued shall be secured by a certain Trust Indenture from the City to Cole Taylor Bank, as trustee, dated as of June 1, 2004, as amended by a certain First Supplemental Indenture from the City to the Trustee dated as of June 1, 2004 (collectively, the "Indenture"); and

WHEREAS, The City obtained a commitment for bond insurance and pursuant to said commitment intends to obtain a bond insurance policy (together, the "Insurance Policy") from Ambac Assurance relating to the Series 2004 Bonds; and

WHEREAS, All of the Property lies wholly within the boundaries of the Pilsen Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs

resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Pilsen Redevelopment Area shall be known as the "Pilsen Increment"); and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Pilsen Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Pilsen Redevelopment Area; and

WHEREAS, The Board intends to issue certain alternate bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate at least approximately Thirty-eight Million Dollars (\$38,000,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the Project, including the costs of certain capital improvements for the Project, and which to the extent to be paid for by the City pursuant and subject to the terms of the Agreement (as hereinafter defined) and this ordinance shall constitute the "T.I.F.-Funded Improvements"; and

WHEREAS, The City desires to use a portion of both the proceeds of the Series 2004 Bonds and the Pilsen Increment (the "City Increment Funds") for the Project on the Property, all of which either lies wholly within or is contiguous to the boundaries of the Pilsen Redevelopment Area; and

WHEREAS, Subject to the issuance of the Series 2004 Bonds, the City agrees to use a portion of the proceeds of the Series 2004 Bonds in an amount not to exceed Three Million Four Hundred Thousand Dollars (\$3,400,000) (the "City Bond Funds") (together with the City Increment Funds, the "City Funds"), to pay for or reimburse the Board for that portion of the costs of the T.I.F.-Funded Improvements attributable to the acquisition of the New Property, pursuant to the terms and conditions of this Agreement; and

WHEREAS, The City agrees to use the City Increment Funds on deposit from time to time in the Incremental Taxes Fund (as such term is defined in the Indenture) to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) (the "City Note"), which will be issued to the Board hereunder, to pay for or reimburse the Board for the costs of the T.I.F.-Funded Improvements; and

WHEREAS, In accordance with the Act, the T.I.F.-Funded Improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Pilsen Redevelopment Plan, and the City has

found that the T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement whereby the City shall grant the City Bond Funds to the Board and issue the City Note to the Board, and make payments thereunder, to pay for or reimburse the Board for a portion of the T.I.F.-Funded Improvements; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein by this reference.

SECTION 2. The City hereby finds that the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Planning and Development is authorized to execute and deliver an intergovernmental agreement (the "Agreement"), in substantially the form attached as Exhibit B, and such other documents as are necessary, between the City of Chicago and the Board of Education City of Chicago, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. The City Council of the City hereby finds that the City is authorized to issue its tax increment allocation revenue obligation in an aggregate principal amount not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) for the purpose of paying a portion of the eligible costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City a principal amount not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) for the payment of a portion of the eligible costs constituting T.I.F.-Funded Improvements included within the Project. A note of the City in a principal amount up to Twenty-five Million Dollars (\$25,000,000) shall be issued and shall be designated "Tax Increment Allocation Revenue Note (Pilsen Redevelopment Project), Series 2004A (the "Note"). The Note shall be substantially in the form attached to the Agreement as (Sub)Exhibit D and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer

of the City, or if there is no such officer then holding said office, the City Comptroller (the "Chief Financial Officer"), at the time of issuance to reflect the purpose of the issue. The Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the Note are hereby appropriated for the purposes set forth in this Section 5.

The Note shall mature not later than December 1, 2022 and shall bear interest at a fixed interest rate not to exceed nine percent (9%) per annum from the date of the Note until the principal amount of the Note is paid or until maturity, with the exact rate to be determined by the Chief Financial Officer, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

The principal of and interest on the Note shall be paid by wire transfer of funds by the City Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the Note is registered at the close of business on the payment date, in any event no later than at the close of business on the fifteenth (15th) day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on the Note, and the Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for the Note, and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the Note (to the extent such transfer is permitted under the Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the

Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

Upon surrender for a transfer of the Note authorized under the Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Chief Financial Officer (or his or her designee) on the instrument of transfer, and (iv) any deliveries required under the Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of the fully registered Note shall constitute full and due authorization of the Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange the Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the Note after notice calling the Note for prepayment has been made, nor during a period of five (5) days next preceding mailing of a notice of prepayment of principal of the Note. No beneficial interests in the Note shall be assigned, except in accordance with the procedures for transferring the Note described above.

The person in whose name each Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note.

SECTION 7. Subject to the limitations set forth herein, the Chief Financial Officer is authorized to determine the terms of the Note and to issue the Note on such terms as the Chief Financial Officer may deem to be in the best interest of the City. The principal of the Note shall be subject to prepayment as provided in the form of Note attached to the Agreement as (Sub)Exhibit D. As directed by the Chief Financial Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

SECTION 8. The Registrar shall note on the Debt Service Schedule attached to the Note the amount of any payment of principal or interest on the Note, including the amount of any prepayment, and the amount of any reduction in principal pursuant to the Agreement.

SECTION 9. The Note hereby authorized shall be executed as in this ordinance and the Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Agreement, and thereupon, be deposited with the Commissioner, and be by said Commissioner delivered to the Board.

SECTION 10. The City hereby assigns, pledges and dedicates the City Increment that is deposited from time to time after the date hereof in accordance with the Agreement in the Juarez Account to the payment of the principal of and interest, if any, on the Note when due, and other amounts that may be due under the Agreement, all in accordance with the terms of the Agreement. Upon deposit, the monies on deposit in the Juarez Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Juarez Account. All monies on deposit in the Juarez Account shall be used to pay the principal of and interest on the Note, as applicable, at maturity or upon payment or prepayment prior to maturity, in accordance with their terms, which payments from the Juarez Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the Note in accordance with their terms, or the earlier termination of the City's obligation to make such payments under the terms of the Agreement, the assignment, pledge and dedication provided for in this Section 10 shall cease and the Board shall have no claim to any additional monies on deposit in the special tax allocation funds (or General Accounts) from which City Increment is derived.

Notwithstanding any of the foregoing, payments on the Note will be subject to the availability of City Increment in the Juarez Account.

SECTION 11. The Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the Juarez Account and shall be a valid claim of the registered owner thereof only against said sources. The Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Note. The City's obligation to fully repay the Note is further limited by the terms and conditions of Article Three of the Agreement.

SECTION 12. Monies on deposit in the special tax allocation funds (or General Accounts) or the Juarez Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such

investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Note.

SECTION 13. Pursuant to the Agreement, the Board shall complete the Project. The eligible costs of the Project constituting T.I.F.-Funded Improvements up to the principal amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) shall be deemed to be a disbursement of the proceeds of the Note, as applicable. Upon issuance, the Note shall have an initial principal balance equal to the Board's prior expenditures for T.I.F.-Funded Improvements (as defined in the Agreement) relating to the Project, which principal balance may be increased thereafter in accordance with the terms of the Agreement up to a maximum amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000), all in any such instance as supported by a Certificate of Expenditure in accordance with the Note. After issuance, the principal amount outstanding under the Note shall be the initial principal balance of the Note (as the same may be increased in accordance with the terms of the Agreement), plus interest thereon, minus any principal amount and interest paid on the Note and other reductions in principal as provided in the Agreement.

SECTION 14. The Registrar shall maintain a list of the names and address of the registered owners from time to time of the Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 15. The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Note. All covenants relating to the Note are enforceable by the registered owners of the Note.

SECTION 16. The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk, the Commissioner (or his or her designee), and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this, ordinance.

SECTION 17. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 18. This ordinance takes effect upon passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Existing Property.

Legal Description:

Lots 5 through 15, except the west 10 feet of Lot 15, and Lots 29 through 51, both inclusive, in H. L. Lewis' Subdivision of Block 14 in Johnston and Lee's Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois,

Also,

the 16 foot north/south vacated alley adjoining Lots 29 through 33 and Lot 34, and the 16 foot north/south vacated alley adjoining Lot 46 and Lots 47 through 51 in H. L. Lewis' Subdivision of the southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number:

17-20-330-005.

Address:

1440 West 21st Place; and

1405 West 21st Street.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement Between The City Of Chicago, By And Through Its Department Of Planning And Development, And The Board Of Education Of The City Of Chicago Regarding Benito Juarez Community Academy.

This intergovernmental agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2004 by and between the City of Chicago (the "City"), a

municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board") a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

Recitals.

Whereas, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

Whereas, The Commission owns in trust for the Board certain real property, which real property is located at 1440 West 21st Place and 1405 West 21st Street in Chicago, Illinois (the "Existing Property"), which, together with any necessary easements for ingress and egress, is legally described or otherwise depicted on (Sub)Exhibit A-1 attached hereto and incorporated herein; and

Whereas, The Board wishes to rehabilitate and expand a secondary school, known as Benito Juarez Community Academy, on the Existing Property and on adjacent or contiguous real property intended to be acquired by the Board or by the Commission to be owned in trust for and leased to the Board (the "New Property"), which, together with any necessary easements for ingress and egress, is (subject to any necessary revision) legally described on (Sub)Exhibit A-2 attached hereto and incorporated herein (the Existing Property and the New Property, if and when so acquired by the Board or the Commission, shall be referred to herein as the "Property"); and

Whereas, The construction, rehabilitation and expansion of the secondary school will require the Board (acting through the Commission) to construct, rehabilitate and expand buildings and related improvements to house and serve the secondary school (the "Facility") on the Property (the Facility will have those general features described in (Sub)Exhibit B attached hereto and incorporated herein) (all such activities referred to herein shall be known as the "Project"); and

Whereas, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and

conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

Whereas, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on June 10, 1998 (as amended by an ordinance adopted by the City Council on November 12, 2003): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Pilsen Redevelopment Project Area"; and "An ordinance of the City of Chicago, Illinois Designating the Pilsen Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Pilsen Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Pilsen T.I.F. Ordinances", the Redevelopment Plan approved by the Pilsen T.I.F. Ordinances is referred to herein as the "Pilsen Redevelopment Plan" and the redevelopment project area created by the Pilsen T.I.F. Ordinances is referred to herein as the "Pilsen Redevelopment Area"); and

Whereas, Pursuant to an ordinance adopted by the City Council on November 12, 2003 (the "Pilsen T.I.F. Bond Ordinance"), the City intends to issue Forty-nine Million Five Hundred Twenty Thousand Dollar (\$49,520,000) City of Chicago Tax Increment Allocation Revenue Bonds (Pilsen Redevelopment Project), Series 2004, consisting of Twenty-two Million Nine Hundred Twenty-five Thousand Dollar (\$22,925,000) Series 2004A Tax Increment Allocation Revenue Bonds (Taxable) (the "Series 2004A Bonds") and Twenty-six Million Five Hundred Ninety-five Thousand Dollar (\$26,595,000) Series 2004B Junior Lien Tax Increment Allocation Revenue Bonds (Tax-Exempt) (the "Series 2004B Bonds") (the Series 2004A Bonds and the Series 2004B Bonds, together the "Series 2004 Bonds") as a means of financing certain Pilsen Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

Whereas, The Series 2004 Bonds when issued shall be secured by a certain Trust Indenture from the City to Cole Taylor Bank, as trustee, dated as of June 1, 2004, as amended by a certain First Supplemental Indenture from the City to the Trustee dated as of June 1, 2004 (collectively, the "Indenture"); and

Whereas, The City obtained a commitment for bond insurance and pursuant to said commitment intends to obtain a bond insurance policy (together, the "Insurance Policy") from Ambac Assurance relating to the Series 2004 Bonds; and

Whereas, All of the Property lies wholly within the boundaries of the Pilsen Redevelopment Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Pilsen Redevelopment Area shall be known as the "Pilsen Increment"); and

Whereas, The Board is a taxing district under the Act; and

Whereas, The Pilsen Redevelopment Plan, a copy of which is attached hereto as (Sub)Exhibit C, contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Pilsen Redevelopment Area; and

Whereas, The City desires to use a portion of both the proceeds of the Series 2004 Bonds and the Pilsen Increment (the "City Increment Funds") for the Project on the Property, all of which either lies wholly within or is contiguous to the boundaries of the Pilsen Redevelopment Area; and

Whereas, Subject to the issuance of the Series 2004 Bonds, the City agrees to use a portion of the proceeds of the Series 2004 Bonds in an amount not to exceed Three Million Four Hundred Thousand Dollars (\$3,400,000) (the "City Bond Funds") (together with the City Increment Funds, the "City Funds"), to pay for or reimburse the Board for a portion of the costs of the T.I.F.-Funded Improvements attributable to the acquisition of the New Property (as defined in Article Three, Section 3 below), pursuant to the terms and conditions of this Agreement; and

Whereas, The Board intends to issue certain alternate bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate at least approximately Thirty-eight Million Dollars (\$38,000,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the Project, including the T.I.F.-Funded Improvements (as defined in Article Three, Section 3 below); and

Whereas, The City agrees to use the City Increment Funds on deposit from time to time in the Incremental Taxes Fund (as such term is defined in the Indenture) to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) (the "City Note"), which will be issued to the Board hereunder, to pay for or reimburse the Board for the costs of the T.I.F.-Funded Improvements; and

Whereas, In accordance with the Act, the T.I.F.-Funded Improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Pilsen Redevelopment Plan, and the City has found that the T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

The Project.

1. The plans and specifications for the Project shall at a minimum meet the general requirements for the Facility as set forth in (Sub)Exhibit B hereof and shall be provided to the City by the Board prior to the disbursement of City Funds relating to the Project. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit H attached hereto and incorporated herein. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor to name the City as an additional insured on insurance coverages and

to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees or agents.

Article Three.

Funding.

1. (a) On each January 1st, April 1st, July 1st and October 1st (or such other date as the parties may agree to), beginning in 200_ and continuing throughout the earlier of: (i) the Term of the Agreement or (ii) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Bond Funds under this Agreement, the Board shall provide the Department with a Requisition Form, in the form of (Sub)Exhibit E-1 hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit F hereto; (ii) evidence of the expenditures upon T.I.F.-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in (Sub)Exhibit E-1. Requisition for reimbursement of T.I.F.-Funded Improvements out of the City Bond Funds shall be made not more than four (4) times per year (or as otherwise permitted by the Department). The availability of the City Bond Funds is subject to the issuance of the Series 2004 Bonds and the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use. The City shall disburse the City Bond Funds to the Board within fifteen (15) days after the City's approval of a Requisition Form. Notwithstanding the foregoing, on the date hereof, the Board shall submit a Requisition Form which relates to costs incurred by the Board with respect to the Project prior to the date hereof to the City and the City shall approve or disapprove, within twenty-one (21) days after submission thereof, said Requisition Form. The Board will only request disbursement of City Bond Funds and the City will only disburse City Bond Funds for the costs of acquiring and preparing the New Property for the Project, to the extent that such costs are T.I.F.-Funded Improvements.

The Board shall satisfy, to the reasonable satisfaction of the Commissioner of the Department (the "Commissioner"), prior to the City's disbursement of any of the City Funds to the Board for costs incurred relative to the New Property, that either the Board or the Commission has satisfactory title to the New Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the Commissioner in her reasonable judgement.

(b) Subject to the terms and conditions of this Agreement, including but not limited to this Article Three hereof, the City hereby agrees to issue the City Note, in substantially the form attached hereto as (Sub)Exhibit D, upon issuance of the Board Bonds by the Board. The Board acknowledges that it will not issue the Board Bonds until there exists a contract for the purchase of the New Property which has been executed by both the seller thereof and the Board (or the Commission). The maximum principal amount of the City Note shall not exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000); provided, however, that the maximum principal amount of the City Note shall be an amount not to exceed the Board's eligible redevelopment projects costs that are T.I.F.-Funded Improvements incurred in connection with the Project as approved by the Commissioner; and provided, however, that payments under the City Note are subject to the amount of Pilsen Increment pledged hereunder, as described in Article Three, Section 1(d) below, being sufficient for such payments. Each payment under the City Note shall be made from funds available in the Incremental Taxes Fund, as such term is defined in the Indenture. The principal amount of the City Note will be increased from time to time upon the execution of a certificate of expenditure (a "Certificate of Expenditure") by the City in the form attached hereto as (Sub)Exhibit E-2. The Board may request that a Certificate of Expenditure be executed quarterly. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are T.I.F.-Funded Improvements.

Prior to each execution of a Certificate of Expenditure by the City, the Board shall submit to the Department (1) a request for a Certificate of Expenditure "Request for Certificate of Expenditure", in the form attached as (Sub)Exhibit E-1 hereto, and (2) documentation regarding the applicable expenditures, which documentation shall include substantially the same information required to complete and accompany a Requisition Form. Delivery by the Board to the Department of any Request for Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Request for Certificate of Expenditure, that:

(i) the total amount of the Request for Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Request for Certificate of Expenditure, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit H of this Agreement.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(c) Payments under the City Note shall be made at such times and in such amounts as are set forth in the City Note, including the Debt Service Schedule attached thereto. After the issuance of the Board Bonds but prior to the issuance of the City Note, the Debt Service Schedule shall be finalized by the parties to reflect the actual principal and interest costs associated with the issuance. Further, after completion of the Project, the parties shall, if necessary, by mutual agreement, revise the Debt Service Schedule to reflect the actual costs and timing of completion. The City Comptroller, on behalf of the City, and the Chief Financial Officer and General Counsel of the Board, on behalf of the Board, shall have the right to revise the Debt Service Schedule from time to time as agreed by the parties. If a payment under the City Note is due on [February 1] of a certain year, then on or before [December 1] of the prior year the Board shall give the Department written notice of the payment due (a "Payment Notice"). A Payment Notice shall specify both the amount due and the date by which payment is due, and shall also reference any then outstanding Future City Obligations (if any).

The City acknowledges that if, at any time, there are insufficient funds to make a scheduled payment of principal and interest on the City Note (other than the payment on the maturity date of the City Note), then the obligation of the City to pay the deficiency will continue on a cumulative basis through the maturity date of the City Note, provided that the City will pay the deficiency on the next payment date if sufficient funds are then available. Subject to the terms and conditions of the Indenture and the Insurance Policy, the Board will have a claim for any deficiency not paid as to the maturity date but only upon any available City Increment Funds which should have been received by the City before or as of the maturity date but are not received by the City until after the maturity date.

(d) The City hereby pledges for payment under the City Note the Pilsen Increment that is deposited from time to time after the date hereof in the Incremental Taxes Fund, as such term is defined in the Indenture. No payment will be made on the City Note until all scheduled payments on the Series 2004 Bonds have been made, and payments on the City Note will be subject to the availability of Pilsen Increment in the Incremental Taxes Fund. The availability of such Pilsen Increment in the Incremental Taxes Fund will be subject to (1) the City's annual retention of not to exceed five percent (5%) of the Pilsen Increment deposited annually into the Pilsen Fund for the payment of expenses incurred by the City in the administration and operation of the Pilsen Redevelopment Area (the "Administrative and Operational Retention"), and (2) all restrictions on and obligations of the City contained in the Indenture, the Insurance Policy, and all City ordinances relating to the Pilsen Increment and, subject to the restrictions set forth in Article Three, Section 1(e) below, all agreements and other documents entered into by the City pursuant thereto (collectively, the "Pilsen Increment Restrictions and Obligations"). The Pilsen Increment pledged under this paragraph (including the limitations herein, including but not limited to the Administrative and Operational Retention and the Pilsen Increment Restrictions and Obligations, as well as the priority of the "Future City Obligations", as such term is defined below) is referred to as the "Pledged Increment". Subject to the terms and conditions of this Agreement, the City shall deposit the Pledged Increment, when received, into the Juarez Account.

(e) (i) [intentionally omitted]

(ii) The City, during the Term of the Agreement, with the concurrence of the Board, may subordinate the Board's prior right to receive Pledged Increment in connection with the City Note to other obligations of the City to be paid from Pilsen Increment ("Future City Obligations") that would otherwise have been required to be deposited in the Juarez Account, based upon the City and the Board reasonably agreeing, based on historical and anticipated Pilsen Increment, that the payment of the City Note will not be materially adversely affected by such subordination. The Board's concurrence with and agreement to any such subordination proposed by the City shall be deemed to be given if the City evidences to the Board, by means of a report prepared by a qualified and experienced consultant (acceptable to the Board in its reasonable discretion), that, after payment of scheduled principal and interest payments on (1) any previously issued Future City Obligations, and (2) the then proposed Future City Obligation in question, the City shall have available Pilsen Increment in an amount equal to no less than one hundred twenty-five percent (125%) of the annual amount of principal and interest to be paid under the City Note by the City to the Board on an annual basis pursuant to the Debt Service Schedule. The consultant's report shall take into consideration whether any of the proceeds of a Future City Obligation shall be used to pay all or a part of any of the previously-issued Future City Obligations (if any).

(iii) In addition to any mutually agreed to subordination to Future City Obligations pursuant to Article Three, subsection 1(e)(ii) hereof, the City, subject to the terms of this Article Three, subsection 1(e)(iii), may, until the earlier to occur of the expiration of the Term of this Agreement or payment in full of the City Note, exclude up to ninety percent (90%) of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("E.A.V.") of such affected parcels over and above the E.A.V. of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). The E.A.V. of the affected parcels for the Base Year shall be the E.A.V. that was the basis for the determination of ad valorem property taxes in the Base Year. For example, if a new assisted development project commences in 2010, then the Base Year shall be 2009, but the E.A.V. of the affected parcels for the Base Year of 2009 shall be the E.A.V. for tax year 2008, which was the basis for the determination of taxes in 2009. Except for (1) the foregoing, (2) the Prior City Obligations, and (3) any mutually agreed to subordination to Future City Obligations pursuant to Article Three, subsection 1(d)(ii) hereof, the Board shall retain its initial lien status relative to Pilsen Increment.

In the event that the City elects to avail itself of the provisions of this Article Three, subsection 1(e)(iii), it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the E.A.V. thereof for the Base Year.

(f) The City may, during the Term of the Agreement, subordinate payments on the City Note to other obligations of the City to be paid from Pilsen Increment deposited in the Incremental Taxes Fund, as long as the Board concurs in such subordination and the City and the Board reasonably agree, based on historical and anticipated Pilsen Increment, that the payment of the City Note will not be materially adversely affected by such subordination.

(g) Upon expiration of any call protection period associated with the Board Bonds but before the maturity date, the City shall have the right to prepay in full or in part the City Note in an amount (including any principal and premium, if any) sufficient to enable the Board to call and redeem the Board Bonds, in which event the covenants, agreements and other obligations of the City to the Board shall be discharged and satisfied. The City shall give the Board not less than thirty (30) days advance written notice of its intent to prepay the City Note.

2. The current estimate of the cost of the Project is at least approximately Thirty-eight Million Dollars (\$38,000,000). The Board [has delivered/shall deliver] to the Commissioner, [and the Commissioner hereby approves,] a detailed project budget for the Project, attached hereto and incorporated herein as (Sub)Exhibit F. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds. In particular, but not by way of limitation, it is anticipated that the Board shall receive a grant of federal Empowerment Zone funds in an amount not to exceed One Million Dollars (\$1,000,000) from the City. The Board shall use any such Empowerment Zone funds solely for the acquisition and preparation of the New Property for the Project.

3. Attached as (Sub)Exhibit G and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("T.I.F.-Funded Improvements"); and to the extent the T.I.F.-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the T.I.F.-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these T.I.F.-Funded Improvements are necessary and directly result from the Pilsen Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to (Sub)Exhibit G as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that (a) such modifications shall not decrease the maximum principal amount of the City Note, and (b) all T.I.F.-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Pilsen Redevelopment Plan, and (iii) be improvements that the Commissioner has agreed to pay for out of City Increment Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Increment Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Increment Funds contemplated by this Agreement and the amount of the City Increment Funds actually paid by the City to the Board and expended by the Board on the Project.

To the extent that any City Increment Funds are deposited with the trustee under an indenture securing the Board Bonds, if said trustee returns any excess City

Increment Funds to the Board after making all principal and interest payments due in the bond year for which the City Increment Funds were deposited with the trustee, then the Board shall pay such excess City Increment Funds to the City within thirty (30) days of receipt thereof.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. Commencing with the first State fiscal year (July 1 -- June 30) beginning after the execution of this Agreement and for each State fiscal year thereafter until and including State fiscal year 2021, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds one hundred thirty percent (130%) of One Hundred Fourteen Million Nine Hundred Fourteen Thousand One Hundred Thirty-one Dollars (\$114,914,131), as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to fifty percent (50%) of the grant amount that the Board receives that is in excess of one hundred thirty percent (130%) of the Base Amount (the "Excess Amount"). For example, if the Base Amount was One Hundred and no/100 Dollars (\$100.00) and if the Board was awarded a grant of One Hundred Fifty and no/100 Dollars (\$150.00) in a particular State fiscal year, Twenty and no/100 Dollars (\$20.00) of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to Ten and no/100 Dollars (\$10.00), which is fifty percent (50%) of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

Article Four.

Term.

The Term of the Agreement shall commence on the date of its execution and shall expire on the date on which the Pilsen Redevelopment Area is no longer in effect (through and including December 31, 2022).

Article Five.

Indemnity; Default.

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreement directly related to this Agreement, and may suspend disbursement of the City Increment Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Six.

Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven.

Notice.

Notice To Board Shall
Be Addressed To:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

Notice To The City Shall
Be Addressed To:

Commissioner
City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

and

Corporation Counsel
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Fax: (Omitted for printing purposes)

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (Fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

Article Eight.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Ten.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven.

Governing Law And Severability.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public

policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Article Twelve.

Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Article Thirteen.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties.

Article Fourteen.

Authority.

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2004. Execution of this Agreement by the Board is authorized by Board Resolution [01-0725-RS2]. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Sixteen.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

Article Seventeen.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Eighteen.

No Personal Liability.

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

Article Nineteen.

Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For The Board:

Board of Education of the City of Chicago
125 South Clark Street
Chicago, Illinois 60603
Attention: Chief Financial Officer
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The City:

City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1101
Chicago, Illinois 60602
Attention: Deputy Commissioner,
Development Finance Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois,
by and through the Department of
Planning and Development

By: _____
Commissioner,
Department of Planning
and Development

The Board of Education of the City of
Chicago

By: _____
President

Attest By: _____
Secretary

Board Resolution Number:[01-0725-RS2]

Approved as to legal form:

General Counsel

[(Sub)Exhibit "A-1" referred to in this Intergovernmental Agreement with Chicago Board of Education constitutes Exhibit "A" to the ordinance and is printed on page 30766 of this Journal.]

[(Sub)Exhibits "A-2" and "C" referred to in this Intergovernmental Agreement with Chicago Board of Education unavailable at time of printing.]

(Sub)Exhibits "B", "D", "E-1", "E-2", "F", "G" and "H" referred to in this Intergovernmental Agreement with Chicago Board of Education read as follows:

(Sub)Exhibit "B".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Features Of The Facility.

2. Project Information.

2a. Project Summary.

Juarez High School Performing Arts
Addition/Existing Building Renovation.

The City of Chicago Board of Education proposes to construct a Performing Arts addition, classroom addition and renovate the existing Education and Physical

Education buildings of Juarez High School. The project will also provide a new plaza for use by the school and community and new athletic fields. Juarez High School is located on the city's southeast side, within the Pilsen Neighborhood and the 25th Ward. The community consists primarily of immigrants of Mexican heritage.

The square footage of the Performing Arts addition is forty-seven thousand four hundred twenty (47,420) square feet and the classroom addition is ten thousand seven hundred sixty (10,760) square feet. The total capacity of the school will be approximately one thousand seven hundred fifty (1,750) students. The additions will be three (3) stories in height and will be of steel frame, pre-cast concrete panel, insulated metal panel and masonry construction.

The site is bounded on the west by South Ashland Avenue, on the north by West 21st Street, on the east by South Loomis Street and on the south by West Cermak Road.

The new Performing Arts addition is not designed to increase overall student population at the school, but rather is intended to provide special use educational spaces that will enable development of performing arts curricula. It has been designed to support a variety of performance usages. The auditorium is comprised of a standard C.P.S. five hundred (500) seat auditorium with a full proscenium type stage with fly loft and a prefunction lobby. Support spaces include a scene shop, green room, dressing rooms, instrument room, choir room, practice rooms, sound room, follow spot room and various storage for costumes and musical equipment, toilet rooms, mechanical and equipment rooms. The performing arts addition will be a combination of two (2) and three (3) stories with a sloping roof over the auditorium and will be of steel frame, pre-cast concrete panel, insulated metal panel and masonry construction. It will be connected to the new classroom addition building by means of a steel frame enclosed corridor at the 2nd floor.

The new classroom addition will contain six (6), nine hundred (900) square foot classrooms. Three (3) classrooms will be on the 2nd and 3rd floors connected to the existing academic building by enclosed corridors. The classroom addition will have a flat roof and be of steel frame, insulated metal panel and glass curtain wall.

The existing Education Building renovation will include miscellaneous architectural revisions related to the new classroom addition, masonry repairs and tuck pointing, new exterior windows and entrance doors, selected new finishes, new lockers and major mechanical and electrical upgrades and replacements.

The existing Physical Education Building renovation will include minor roof repair, selected new finishes and minimal mechanical and electrical work.

The offsite parking lot for faculty and staff will be provided on the east end of the planned development in a parking lot facility (one hundred forty-five (145) spaces) bounded by South Loomis Street on the east, West 21st Street on the north, the new soccer practice field on the west and the new softball field on the south. Eleven (11) new spaces will be constructed to provide a total of one hundred fifty-six (156) parking spaces. Handicapped accessible parking spaces will be provided in a small secondary parking area immediately to the west of the existing education building. The parking lot has been designed in accordance with the Chicago Landscape Ordinance with entrances off South Loomis Street.

Benito Juarez High School Proposed Capital Improvements.

Executive Summary.

July 15, 2004.

Purpose.

The purpose of this executive summary is to provide scope and cost descriptions and construction phasing recommendations to the Chicago Public Schools for capital improvements at Benito Juarez High School at 2150 North Laflin Street. It is our understanding from information provided to us by C.P.S., that primary funding for this project or series of projects may come all or in part from a Thirty-one Million Dollar (\$31,000,000) Tax Increment Financing Fund (T.I.F.F.) possibly totaling Thirty-one Million Dollars (\$31,000,000), thus the scope identified herein is within that cost parameter.

Components.

The components are identified as follows:

1. Performing Arts Center. A new free-standing building containing a five hundred (500) seat auditorium, full stage and flyloft, orchestra pit and related functional areas.
2. Existing Building Repairs. Repair, renovation, and rehabilitation of various elements of the existing school building and physical education annex.

3. Playfields, Sitework And Landscaping. Purchase and development of land parcels east of the existing school to create site areas providing landscaped area and a playfield.
4. Demolition And Remediation Of Coca-Cola Building And Site. This site, immediately east of the existing school is the proposed location for the new performing arts building.
5. Southwest Side Plaza. A public plaza and landscaping on the west side of the existing school where the current gravel parking lot for the school is located.
6. Northwest Side Sculpture Walkway. A series of large monuments will be donated by the Mexican Consulate for display along a new pedestrian walkway. This would be located in the area presently used for playfields and would create a public outdoor space linked to existing public plaza improvements further north along the Blue Island Avenue corridor.

Cost Estimates For Each Capital Improvement Component.

A detailed breakdown of each component is provided in the attached cost estimate. Cost opinions herein are based on 2004 construction costs, except the performing arts building which is based on 2005 costs.

Additions

Cost: Twelve Million Four Hundred
Twelve Thousand Eight Hundred
Dollars (\$12,412,800)

Performing Arts Center:

A five hundred (500) seat auditorium, stage, flyloft, orchestra pit, lobby, scene shop and other back-stage functions, et cetera.

Classroom/Link Addition:

New classroom and enclosed bridge link. This element adds six (6) classrooms to the school and provides a heated interior corridor for students to walk from the existing school to the performing arts building. This link was not conceived as an at grade link because footings and foundations would have interfered with existing utilities buried in the vacated South Laflin Street right-of-way which will remain. The cost of utility relocation has not been estimated but earlier evaluations of

utilities on the west side of the project site were in excess of One Million Dollars (\$1,000,000).

Both additions will contain L.E.E.D. (Leadership in Energy and Environmental Design) components but will not be certified.

Existing Building Repairs

Cost: Nine Million Nine Hundred Sixty-five Thousand Seven Hundred Ninety-nine Dollars (\$9,965,799).

New roofs, new operable windows, repair and painting of existing building, completely new H.V.A.C. system with chillers and boilers sized to provide capacity for performing arts center. New interior finishes, new lockers configured along corridors, creation of new classrooms in former locker areas, rehabilitation of electrical, plumbing and other systems.

Playfields, Landscaping And Sitework
(not including land acquisition)

Cost: One Million Six Hundred Sixty-two Thousand Seven Hundred Sixty-nine Dollars (\$1,662,769).

Relocated playfield, landscaping, walkways, site lighting and furniture. Does not include west side public plaza and walkway.

Environmental Remediation For
The Site

Cost: One Million Five Hundred Thousand Dollars (\$1,500,000).

Public Plaza And Walkway

Cost: One Million Eight Hundred Thousand Dollars (\$1,800,000).

Includes hard surfaces, landscaping, bases for sculptures, lighting and furniture.

Fees And Soft Costs

Estimated eighteen percent (18%).

Various fees for program manager, construction manager, managing architect, architect of record, fixtures, furnishings, and equipment (F.F.E.), contingencies, et cetera.

Construction Phasing Considerations. The existing school building is presently occupied. Construction in and around the existing school would need to be considered and accomplished such that the school can continue to be occupied during the normal school year. This set of recommendations assumes any summer school programs would be temporarily suspended or relocated to other C.P.S. facilities. This is necessary in order to provide periods of time when the building is unoccupied to accomplish work in the existing building which would be too disruptive to accomplish while the building is occupied.

Land Acquisition Requirements. To accomplish the playfield relocation and site work component and construct the Performing Arts Center building, land east of the existing school owned and occupied by the Coca-Cola Company would need to be purchased, structures demolished and environmental conditions remediated. Portions of existing public streets would also need to be vacated. Because the schedule for purchase of this land is not known, project components which require this land are shown here as the last phase. We have not speculated on the cost of land acquisition herein.

Construction Staging Areas. Each component of the capital improvements described herein requires a certain amount of adjacent and contiguous land that can be used for construction staging. These areas are necessary for material and equipment stockpiling, as well as construction site supervision, temporary structures or trailers for project oversight, movement in, out and around each of the building components by construction personnel and minimal contractor parking. Proposed phase sequence recommended here takes these needs into consideration.

C.P.S. Employee Parking. A new parking lot has recently been completed east of the existing school for use by C.P.S. employees. This lot was constructed because the existing gravel lot west of the existing school will be eliminated as part of the proposed capital improvements (for the public plaza).

Outdoor Play Fields. During the school year, exterior play fields must be available for the students. Existing playfields are north of the existing building. This playfield will be displaced by the proposed west side plaza and walkway. New playfields will be reestablished east of the existing building as part of the site work component.

Adjacent Land Not Available. There is a portion of land west of the new parking lot and northeast of the existing school which is not available for purchase and

redevelopment because of its integral and related use required for a business north of the project site.

Proposed Phasing Scenario:

Phase One -- Existing Building Repairs. The existing parking lot west of the school may be used for construction staging and material storage. This phase requires the school to be unoccupied for major interior construction of new H.V.A.C. systems and possibly for window replacement. Classroom swing space within the existing school has not been found at this time.

Alternatively, this phase could be conceived in two (2) parts and be performed over two (2) consecutive summers; the first (1st) summer for exterior building renovation, window and roof replacement, and the second (2nd) summer to perform the major H.V.A.C. and interior construction.

Phase Two -- Demolition and Remediation of Coca Cola Building, Site Preparation for Performing Arts Building and vacation of adjacent streets for campus park. Site prep is proposed herein as a separate phase from the performing arts building construction consistent with other new construction phasing protocol. This phase would provide for the new construction staging area east of the building site.

Phase Three -- Performing Arts Center Construction and completion of landscaping for playfields and final landscaping and site work. Utility stubs serving this building from the existing building would be completed in previous phases. Restoration and repair of adjacent street structures (curbs, gutters, sidewalks, street lights, et cetera, would be completed and the construction staging area would be removed and landscaped.

Phase Four -- Existing Playfield relocation and Public Plaza and Sculpture Walkway, Landscape Construction and completion of site work. The existing gravel parking lot immediately west of the existing school would be eliminated in this phase.

(Sub)Exhibit "D".

(To Intergovernmental Agreement With
Chicago Board Of Education)

Form Of Note.

Registered
Number R-1

Maximum Amount
\$12,500,000
(subject to change)

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Revenue Note
(Pilsen Redevelopment Project), Series 200_A.

Registered Owner: Board of Education of the City of Chicago

Interest Rate: Not to exceed nine percent (9%) per annum, with the exact rate to be determined by the City Comptroller of the City of Chicago

Maturity Date: December 31, 2022

Know All Persons By These Presents, That the City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance, with payments of principal and interest to be made according to the debt service schedule attached hereto. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Juarez Account (as defined in the hereinafter defined Agreement) is due February 1 of each year commencing February 1, 20__, until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately preceding the applicable payment, maturity or prepayment date, and shall be paid by wire transfer of such money to such bank in the continental United

States as said Registered Owner shall request in writing to the Registrar by the close of business on the fifteenth (15th) day of the month immediately after the applicable payment, maturity or prepayment date; provided, that the final installment of principal and accrued but unpaid interest will be payable on or before the maturity date and solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Twelve Million Five Hundred Thousand Dollars (\$12,500,000) for the purpose of reimbursing the Registered Owner for certain eligible redevelopment project costs incurred by the Registered Owner (the "Project"), which were acquired, constructed and installed in connection with the development set forth in (Sub)Exhibit B of that certain Intergovernmental Agreement between the City of Chicago, by and through its Department of Planning and Development, and the Board of Education of the City of Chicago regarding Benito Juarez Community Academy dated as of _____, 2004 (the "Agreement") within the Pilsen Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an ordinance adopted by the City Council of the City on _____, 2004 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Pledged Increment (As Defined In Article Three (1)(c) Of The Agreement), If Any, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. Subject to the terms of the Agreement, this Note, from and after _____, 20__, may, at the option of the City, be prepaid in full together with any unpaid accrued interest to the redemption date (the "Note Redemption Date") and with such premium, if any, that may become due in accordance with the Agreement. So long as the Registered Owner of this Note is the Board of Education of the City of Chicago

(the "Board"), such prepayment shall occur only in connection with the redemption of the Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 200__ (the "Bonds"), of the Board, the Note Redemption Date shall be not less than thirty (30) days nor more than seventy-five (75) days prior to a date on which the Bonds are subject to optional redemption by the Board (the "Bond Payment Date"), and the premium payable upon such prepayment shall equal the positive difference between (i) the sum of (a) the principal, redemption premium, if any, and accrued interest to the redemption date on all Bonds to be redeemed from the Note Redemption Date to the Bond Payment Date, (b) the principal amount of the Bonds, if any, maturing on any date from the Note Redemption Date to the Bond Payment Date, (c) the interest on the Bonds due and payable on any interest payment date that occurs from the Note Redemption Date to the Bond Payment Date, (d) the amount of any payments required to be made by the Board to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended, due or to become due as a result of the redemption of the Bonds, (e) any termination payment required to be paid by the Board under any forward supply contract, guaranteed investment contract or similar contract entered into by the Board with respect to the Bonds as a result of the prepayment of the Note, and (f) any unreimbursed payments made by the Board as a result of any deficiency in the payment of the principal of or interest on the Note, and (ii) the sum of (a) the amount of principal of and accrued interest on the Note paid on the Note Redemption Date, (b) any amounts held under that certain Trust Indenture dated as of _____ 1, 200_ (the "Indenture") between the Board and _____, as trustee, that may be applied to the payments set forth in (i) above, (c) any termination payment required to be paid to the Board under any forward supply contract, guaranteed investment contract or similar contract entered into by the Board with respect to the Bonds as a result of the prepayment of the Note, and (d) any investment income determinable on the Note Redemption Date to be earned from the investment of monies held in any defeasance escrow fund for the benefit of the Bonds from the Note Redemption Date to the Bond Redemption Date. The determination of the amounts described above shall be made by the Board and provided to the City in writing and such determination by the Board shall be conclusive. Notice of any such prepayment shall be sent by registered or certified mail not less than thirty (30) days prior to the date fixed for prepayment to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the

Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment has been mailed, nor during a period of five (5) days next preceding mailing of a notice of prepayment of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Agreement provide. This Note may be supplemented and amended and a new form of Note substituted therefor as permitted by the Agreement.

Pursuant to the Agreement, the Registered Owner has agreed to acquire and construct the Project and to advance funds for the payment of the costs of the construction of certain facilities related to the Project on behalf of the City. Such payment of costs in the amount of not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Article Five, Section 2 of the Agreement, the City has reserved the right to terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature of the Mayor and attested by the duly authorized manual or facsimile signature of the City Clerk of the City, all as of _____, ____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and
Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the
within mentioned Ordinance and
is the Tax Increment Allocation
Revenue Note (Pilsen Redevelopment
Project), Series 200_A of the City
of Chicago, Illinois.

City Comptroller

Date: _____

Debt Service Schedule referred to in this Form of Note reads as follows:

Debt Service Schedule.
(To Form Of Note)

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Revenue Note
(Pilsen Redevelopment Project), Series 200_A.

Summary Of Annual Note Payments.

Year Collected*	I.G.A. Note Amount
2003	--
2004	\$ 500,000
2005	622,000
2006	622,000
2007	893,000
2008	893,000
2009	893,000
2010	1,192,000
2011	1,188,000
2012	1,808,000
2013	1,704,000

* Payment to be made no later than February 1 of the following year.

Year Collected*	I.G.A. Note Amount
2014	\$ 1,685,000
2015	1,683,000
2016	1,760,000
2017	1,758,000
2018	1,762,000
2019	1,754,000
2020	1,760,000
2021	1,241,000
2022	--
2023	--
TOTAL:	\$23,718,000

(Sub)Exhibit "E-1".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Requisition Form/Request For Certificate Of Expenditure.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of the Board of Education of the City
of Chicago, a body corporate and politic (the "Board"), hereby certifies that with

* Payment to be made no later than February 1 of the following year.

respect to that certain Intergovernmental Agreement between the Board and the City of Chicago dated _____, 2004 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project to date:

Total: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Board requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

2. No event of default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit H of the Agreement.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit F to the Agreement; and (2) evidence of the

expenditures upon T.I.F.-Funded Improvements for which the Board hereby seeks reimbursement.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

The Board of Education of the
City of Chicago, a
body corporate and politic

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____
day of _____, ____.

My commission expires: _____

Agreed and Accepted:

City of Chicago
Department of Planning and Development

Name: _____

Title: _____

(Sub)Exhibit "E-2".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Certificate Of Expenditure.

_____, 200__

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
Twelve Million Five Hundred Thousand Dollar
(\$12,500,000) Tax Increment Allocation Revenue
Note (Pilsen Redevelopment Project), Series 200_A
(the "Note")

This Certificate is submitted to you, Registered Owner of the Note, pursuant to the ordinance of the City authorizing the execution of the Note adopted by the City Council of the City on _____, 2004 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under, or has been added to the principal balance of, the Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Note is \$_____, including the amount of this Certificate and less any payment made on the Note as of the date hereof, and the amount of interest accrued on the principal balance of the Note as of the date hereof is \$_____.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____, 200__.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

(Sub)Exhibit "F".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Project Budget.

Juarez High School Cost Projections:

Funding Sources:

City of Chicago Funds	\$ 3,400,000
Juarez T.I.F. I.G.A.	12,500,000
Empowerment Zone Funds	1,000,000
C.P.S. Project Funds	<u>18,500,000</u>
Total:	\$35,400,000

Funding Uses:

Addition:

Performing Arts Center Link Connection -- Classrooms	\$12,412,800
Renovation	9,965,799
Sitework/Playfields	1,662,769
Public Plaza and Sculpture Walkway	<u>1,800,000</u>
Total Estimated Construction Cost:	\$25,841,368

Fees and Soft Costs at eighteen percent (18%)	\$ 4,651,466
Land Acquisition	3,000,000
Environmental, Demolition and Remediation (estimated without Phase II report):	
Low	\$ 2,600,000
High	\$ 5,500,000
Estimated Total Project Costs Minimum:	\$36,092,814
Estimated Total Project Costs Maximum:	\$38,992,814

(Sub)Exhibit "G".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Project T.I.F.-Funded Improvements.

Note: In addition to the T.I.F.-Funded Improvements listed on the attached, financing costs involving the City note are also Eligible Redevelopment Project Costs under the Act and are therefore deemed to be included as "T.I.F.-Funded Improvements" under the Agreement.

Attachment to these Project T.I.F.-Funded Improvements reads as follows:

Juarez High School Cost Projections:

Funding Sources:

City of Chicago Funds	\$ 3,400,000
Juarez T.I.F. IGA	12,500,000

Empowerment Zone Funds	\$ 1,000,000
C.P.S. Project Funds	<u>18,500,000</u>
Total:	\$35,400,000

Funding Uses:

Addition:

Performing Arts Center Link Connection -- Classrooms	\$12,412,800
Renovation	9,965,799
Sitework/Playfields	1,662,769
Public Plaza and Sculpture Walkway	<u>1,800,000</u>
Total Estimated Construction Cost:	\$25,841,368
Fees and Soft Costs at eighteen percent (18%)	\$ 4,651,466
Land Acquisition	3,000,000
Environmental, Demolition and Remediation (estimated without Phase II report):	
Low	\$ 2,600,000
High	\$ 5,500,000
Estimated Total Project Costs Minimum:	\$36,092,814
Estimated Total Project Costs Maximum:	\$38,992,814

(Sub)Exhibit "H".
(To Intergovernmental Agreement With
Chicago Board Of Education)

*Laws, Rules And Regulations Applicable To
The Board/Board Policies, Programs
And Procedures.*

Pursuant to recent developments, the Board is in the process of revising its M.B.E./W.B.E. program, and it is anticipated that such revisions will be substantially similar to those recently made by the City to its M.B.E./W.B.E. program. The Board's revised M.B.E./W.B.E. program, as and when adopted by the Board, will be incorporated into contracts for the Project. Once the Board adopts its revised M.B.E./W.B.E. program, the Board will provide the City with a detailed description thereof for attachment to this Agreement as an exhibit.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO BOARD OF EDUCATION AND
ISSUANCE OF TAX INCREMENT ALLOCATION REVENUE
NOTE FOR CONSTRUCTION OF DE PRIEST
ELEMENTARY SCHOOL.

A Joint Committee, comprised of the members of the Committee on Finance and the members of the Committee on Education and Child Development, submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Education and Child Development, having had under consideration an ordinance authorizing entering into and executing an intergovernmental agreement with the Chicago Board of Education regarding the construction of DePriest Elementary School, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) PATRICK J. O'CONNOR,
Committee on Education
and Child Development,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

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 (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, The Commission owns in trust for the Board certain real property, which real property is generally located at 123 -- 125, 138 and 139 South Parkside Avenue, Chicago, Illinois, which, together with any necessary easements for ingress and egress, is legally described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, The Board wishes to construct an elementary school on the property to be known as DePriest Elementary School; and

WHEREAS, The construction of the elementary school will require the Board (acting through the Commission) to construct buildings and related improvements to house and serve the elementary school (the "Facility") on the property (all such activities referred to herein shall be known as the "Project"); and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on September 29, 1999: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Madison/Austin Corridor T.I.F. Ordinances", the Redevelopment Plan approved by the Madison/Austin Corridor T.I.F. Ordinances is referred to herein as the "Madison/Austin Corridor Redevelopment Plan" and the redevelopment project area created by the Madison/Austin Corridor T.I.F.

Ordinances is referred to herein as the "Madison/Austin Corridor Redevelopment Area"); and

WHEREAS, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on May 17, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Midwest Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Midwest Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Midwest T.I.F. Ordinances", the Redevelopment Plan approved by the Midwest T.I.F. Ordinances is referred to herein as the "Midwest Redevelopment Plan" and the redevelopment project area created by the Midwest T.I.F. Ordinances is referred to herein as the "Midwest Redevelopment Area"); and

WHEREAS, All of the property lies wholly within the boundaries of the Madison/Austin Corridor Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Madison/Austin Corridor Redevelopment Area shall be known as the "Madison/Austin Corridor Increment"; Increment collected from the Midwest Redevelopment Area shall be known as the "Midwest Increment"; and, collectively, the Madison/Austin Corridor Increment and Midwest Increment shall be known as "City Increment"); and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the Increment is received (the "Transfer Rights"); and

WHEREAS, The Madison/Austin Corridor Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Midwest Redevelopment Area; and

WHEREAS, The Madison/Austin Corridor Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Madison/Austin Corridor Redevelopment Area; and

WHEREAS, The City desires to use a portion of the City Increment (the "City Increment Funds") for the Project on the Property; and

WHEREAS, The Board intends to issue certain alternate bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the Project, including the costs of certain capital improvements for the Project, and which to the extent to be paid for by the City pursuant and subject to the terms of the Agreement (as hereinafter defined) and this ordinance shall constitute the "T.I.F.-Funded Improvements"; and

WHEREAS, The City will agree and contract to exercise its Transfer Rights pursuant to the Act and the Midwest Redevelopment Plan in order to pay for T.I.F.-Funded Improvements related to the Project in the Madison/Austin Corridor Redevelopment Area, to the extent and in the manner hereinafter provided; and

WHEREAS, The City agrees to use the City Increment Funds on deposit from time to time in a special account which the City has created or shall create within the Madison/Austin Corridor Redevelopment Project Area Special Tax Allocation Fund created by the City pursuant to the Madison/Austin Corridor T.I.F. Ordinances, which special account is or shall be known as the DePriest Account, to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) (the "City Note"), which will be issued to the Board hereunder, to pay for or reimburse the Board for the costs of the T.I.F.-Funded Improvements; and

WHEREAS, In accordance with the Act, the T.I.F.-Funded Improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Madison/Austin Corridor Redevelopment Plan, and the City has found that the T.I.F.-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement whereby the City shall issue the City Note to the Board, and make

payments thereunder, to pay for or reimburse the Board for a portion of the T.I.F.-Funded Improvements; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein by this reference.

SECTION 2. The City hereby finds that the T.I.F.-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Planning and Development is authorized to execute and deliver an intergovernmental agreement (the "Agreement"), in substantially the form attached as Exhibit B, and such other documents as are necessary, between the City of Chicago and the Board of Education of the City of Chicago, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. The City Council of the City hereby finds that the City is authorized to issue its tax increment allocation revenue obligation in an aggregate principal amount not to exceed Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) for the purpose of paying a portion of the eligible costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City a principal amount not to exceed Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) for the payment of a portion of the eligible costs constituting T.I.F.-Funded Improvements included within the Project. A note of the City in a principal amount up to Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) shall be issued and shall be designated "Tax Increment Allocation Revenue Note (Madison/Austin Corridor Redevelopment Project), Series 2004A (the "Note"). The Note shall be substantially in the form attached to the Agreement as (Sub)Exhibit D and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer of the City, or if there is no such officer then holding said office, the City Comptroller (the "Chief Financial Officer"), at the time of issuance to reflect the purpose of the issue. The Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein.

The proceeds of the Note are hereby appropriated for the purposes set forth in this Section 5.

The Note shall mature not later than December 1, 2023 and shall bear interest at a fixed interest rate not to exceed nine percent (9%) per annum from the date of the Note until the principal amount of the Note is paid or until maturity, with the exact rate to be determined by the Chief Financial Officer, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months.

The principal of and interest on the Note shall be paid by wire transfer of funds by the City Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the Note is registered at the close of business on the payment date, in any event no later than at the close of business on the fifteenth (15th) day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on the Note, and the Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for the Note, and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note have been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the Note (to the extent such transfer is permitted under the Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Note.

Upon surrender for a transfer of the Note authorized under the Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Chief Financial Officer (or his or her designee) on the instrument of transfer, and (iv) any deliveries required under the Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of the fully registered Note shall constitute full and due authorization of the Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange the Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the Note after notice calling the Note for prepayment has been made, nor during a period of five (5) days next preceding mailing of a notice of prepayment of principal of the Note. No beneficial interests in the Note shall be assigned, except in accordance with the procedures for transferring the Note described above.

The person in whose name each Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note.

SECTION 7. Subject to the limitations set forth herein, the Chief Financial Officer is authorized to determine the terms of the Note and to issue the Note on such terms as the Chief Financial Officer may deem to be in the best interest of the City. The principal of the Note shall be subject to prepayment as provided in the form of Note attached to the Agreement as (Sub)Exhibit D. As directed by the Chief Financial Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

SECTION 8. The Registrar shall note on the Debt Service Schedule attached to the Note the amount of any payment of principal or interest on the Note, including the amount of any prepayment, and the amount of any reduction in principal pursuant to the Agreement.

SECTION 9. The Note hereby authorized shall be executed as in this ordinance and the Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Agreement, and thereupon, be deposited with the Commissioner, and be by said Commissioner delivered to the Board.

SECTION 10. The City hereby assigns, pledges and dedicates the City Increment that is deposited from time to time after the date hereof in accordance with the Agreement in the DePriest Account to the payment of the principal of and interest, if any, on the Note when due, and other amounts that may be due under the Agreement, all in accordance with the terms of the Agreement. Upon deposit, the monies on deposit in the DePriest Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the DePriest Account. All monies on deposit in the DePriest Account shall be used to pay the principal of and interest on the Note, as applicable, at maturity or upon payment or prepayment prior to maturity, in accordance with their terms, which payments from the DePriest Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the Note in accordance with their terms, or the earlier termination of the City's obligation to make such payments under the terms of the Agreement, the assignment, pledge and dedication provided for in this Section 10 shall cease and the Board shall have no claim to any additional monies on deposit in the special tax allocation funds (or General Accounts) from which City Increment is derived.

Notwithstanding any of the foregoing, payments on the Note will be subject to the availability of City Increment in the DePriest Account.

SECTION 11. The Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the DePriest Account and shall be a valid claim of the registered owner thereof only against said sources. The Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Note. The City's obligation to fully repay the Note is further limited by the terms and conditions of Article Three of the Agreement.

SECTION 12. Monies on deposit in the special tax allocation funds (or General Accounts) or the DePriest Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Note.

SECTION 13. Pursuant to the Agreement, the Board shall complete the Project. The eligible costs of the Project constituting T.I.F.-Funded Improvements up to the principal amount of Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) shall be deemed to be a disbursement of the proceeds of the Note, as applicable. Upon issuance, the Note shall have an initial principal balance equal to the Board's prior expenditures for T.I.F.-Funded Improvements (as defined in the Agreement) relating to the Project, which principal balance may be increased thereafter in accordance with the terms of the Agreement up to a maximum amount of Eighteen Million Five Hundred Thousand Dollars (\$18,500,000), all in any such instance as supported by a Certificate of Expenditure in accordance with the Note. After issuance, the principal amount outstanding under the Note shall be the initial principal balance of the Note (as the same may be increased in accordance with the terms of the Agreement), plus interest thereon, minus any principal amount and interest paid on the Note and other reductions in principal as provided in the Agreement.

SECTION 14. The Registrar shall maintain a list of the names and address of the registered owners from time to time of the Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 15. The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Note. All covenants relating to the Note are enforceable by the registered owners of the Note.

SECTION 16. The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk, the Commissioner (or his or her designee), and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 17. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 18. This ordinance takes effect upon passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Property.

Legal Description:

Lots 32 and 33 in Block 1 of Austin Heights, a subdivision of Blocks 1, 2, 3 and 4 of Knisely's Addition to Chicago, a subdivision of all that part of the northeast quarter of Section 17, Township 39 North, Range 13 lying north of the south 108 acres thereof, East of the Third Principal Meridian in Cook County, Illinois.

Also,

Lots 44 and 45 in Block 2 of Austin Heights, a subdivision of Blocks 1, 2, 3 and 4 of Knisely's Addition to Chicago, a subdivision of all that part of the northeast quarter of Section 17, Township 39 North, Range 13 lying north of the south 108 acres thereof, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Numbers:

16-17-205-021;

16-17-205-022; and

16-17-204-038.

Addresses:

123 -- 125 South Parkside Avenue;

138 South Parkside Avenue; and

139 South Parkside Avenue.

Exhibit "B".
(To Ordinance)

*Intergovernmental Agreement Between The City Of Chicago, By And
Through Its Department Of Planning And Development, And The
Board Of Education Of The City Of Chicago Regarding
DePriest Elementary School.*

This intergovernmental agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2004 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board") a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

Recitals.

Whereas, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

Whereas, The Commission owns in trust for the Board certain real property, which real property is generally located at 123 -- 125, 138 and 139 South Parkside Avenue, Chicago, Illinois (and the other addresses listed on (Sub)Exhibit A hereto) (the "Property"), which, together with any necessary easements for ingress and egress, is legally described on (Sub)Exhibit A attached hereto and incorporated herein; and

Whereas, The Board wishes to construct an elementary school on the Property to be known as DePriest Elementary School; and

Whereas, The construction of the elementary school will require the Board (acting through the Commission) to construct buildings and related improvements to house and serve the elementary school (the "Facility") on the Property (the Facility will have those general features described in (Sub)Exhibit B attached hereto and incorporated herein) (all such activities referred to herein shall be known as the "Project"); and

Whereas, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

Whereas, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on September 29, 1999: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area" (as amended by an ordinance adopted by the City Council on _____, 2004); "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Madison/Austin Corridor T.I.F. Ordinances", the redevelopment plan approved by the Madison/Austin Corridor T.I.F. Ordinances is referred to herein as the "Madison/Austin Corridor redevelopment plan" and the redevelopment project area created by the Madison/Austin Corridor T.I.F. Ordinances is referred to herein as the "Madison/Austin Corridor Redevelopment Area"); and

Whereas, To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on May 17, 2000: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Midwest Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Midwest Redevelopment Project Area" (the aforesaid ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Midwest T.I.F. Ordinances", the redevelopment plan approved by the Midwest T.I.F. Ordinances is referred to herein as the "Midwest Redevelopment Plan" and the redevelopment project area created by the Midwest T.I.F. Ordinances is referred to herein as the "Midwest Redevelopment Area"); and

Whereas, All of the Property lies wholly within the boundaries of the Madison/Austin Corridor Redevelopment Area; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs

resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Madison/Austin Corridor Redevelopment Area shall be known as the "Madison/Austin Corridor Increment"; Increment collected from the Midwest Redevelopment Area shall be known as the "Midwest Increment"; and, collectively, the Madison/Austin Corridor Increment and Midwest Increment shall be known as "City Increment"); and

Whereas, The Board is a taxing district under the Act; and

Whereas, Pursuant to 65 ILCS 5/11-74.4-4(q), the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the Increment is received (the "Transfer Rights"); and

Whereas, The Madison/Austin Corridor Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Midwest Redevelopment Area; and

Whereas, The Madison/Austin Corridor Redevelopment Plan, a copy of which is attached hereto as (Sub)Exhibit C, contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Madison/Austin Corridor Redevelopment Area; and

Whereas, The City desires to use a portion of the City Increment (the "City Increment Funds") for the Project on the Property; and

Whereas, The Board intends to issue certain alternate bonds pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. in a maximum principal amount to generate Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) in proceeds (the "Board Bonds"), as a means of financing the costs of the Project, including the T.I.F.-funded improvements (as defined in Article Three, Section 3 below); and

Whereas, The City, as more particularly hereinafter provided, will agree and contract to exercise its Transfer Rights pursuant to the Act and the Midwest Redevelopment Plan in order to pay for T.I.F.-funded improvements related to the Project in the Madison/Austin Corridor Redevelopment Area, to the extent and in the manner hereinafter provided; and

Whereas, The City agrees to use the City Increment Funds on deposit from time to time in the DePriest account (as more particularly described and provided in

Article Three, Section 1 of this Agreement) to make payments of principal and interest on a tax increment allocation revenue note, in a principal amount not to exceed Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) (the "City Note"), which will be issued to the Board hereunder, to pay for or reimburse the Board for the costs of the T.I.F.-funded improvements; and

Whereas, In accordance with the Act, the T.I.F.-funded improvements shall include such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Madison/Austin Corridor Redevelopment Plan, and the City has found that the T.I.F.-funded improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

The Project.

1. The plans and specifications for the Project shall at a minimum meet the general requirements for the Facility as set forth in (Sub)Exhibit B hereof and have been provided to the City by the Board, and the City hereby approves the plans and specifications. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit I attached hereto and

incorporated herein. The Board shall include a certification of such compliance with each request for City Increment Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees or agents.

Article Three.

Funding.

1. (a) Subject to the terms and conditions of this Agreement, including but not limited to this Article Three hereof, the City hereby agrees to issue the City Note, in substantially the form attached hereto as (Sub)Exhibit D, upon issuance of the Board Bonds by the Board. The maximum principal amount of the City Note shall not exceed Eighteen Million Five Hundred Thousand Dollars (\$18,500,000); provided, however, that the maximum principal amount of the City Note shall in no event exceed the Board's eligible redevelopment project costs that are T.I.F.-funded improvements incurred in connection with the Project as approved by the Commissioner; and provided, however, that payments under the City Note are subject to the amount of City Increment pledged hereunder, as described in Article Three, Section 1(c) below, being sufficient for such payments. Each payment under the City Note shall be made from funds available in the DePriest Account created within the Madison/Austin Corridor Redevelopment Project Area Special Tax Allocation Fund pursuant to paragraph (c) below. The City agrees to exercise its Transfer Rights to transfer Midwest Increment to the DePriest Account as set forth in a schedule to be determined by the parties hereto in the form attached hereto as (Sub)Exhibit H (the "Transfer Schedule"). Any such Increment transferred pursuant to such Transfer Rights is hereinafter sometimes referred to as "Transferred Increment". The principal amount of the City Note will be increased from time to time, up to its face amount, upon execution by the City of certificate(s) of expenditure ("Certificates of Expenditure") previously signed by the Board and submitted to the City by the Board, in the form attached as (Sub)Exhibit E-2 hereto. The Board may request that a Certificate of Expenditure be processed and executed quarterly. The

City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are T.I.F.-funded improvements.

Prior to each execution of a Certificate of Expenditure by the City, the Board shall submit to the Department (1) a request for a Certificate of Expenditure ("Request for Certificate of Expenditure"), in the form attached as (Sub)Exhibit E-1 hereto and (2) documentation regarding the applicable expenditures to the Department. Delivery by the Board to the Department of a Request for Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Request for Certificate of Expenditure, that:

(i) the total amount of the Request for Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Request for Certificate of Expenditure, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized in (Sub)Exhibit I to this Agreement.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(b) Payments under the City Note shall be made at such times and in such amounts as are set forth in the City Note, including the Debt Service Schedule attached thereto. Upon the issuance of the Board Bonds, the Debt Service Schedule shall be finalized by the parties and the City shall issue the City Note. Further, after completion of the Project, the parties shall, if necessary, by mutual agreement, revise the Debt Service Schedule to take into account the actual costs and timing of

completion. The City Comptroller of the City and the Commissioner of the Department (the "Commissioner"), on behalf of the City, and the Chief Financial Officer and General Counsel of the Board, on behalf of the Board, shall have the right to revise the Debt Service Schedule from time to time as agreed by the parties. If a payment under the City Note is due on [February 1] of a certain year, then on or before [December 1] of the prior year the Board shall give the Department written notice of the payment due (a "Payment Notice"). A Payment Notice shall specify both the amount due and the date by which payment is due, and shall also reference the then outstanding Prior City Obligations and Future City Obligations (if any).

Notwithstanding the Transfer Schedule, the City acknowledges that if, at any time, there are insufficient funds to make a scheduled payment of principal and interest on the City Note (other than the payment on the maturity date of the City Note), then the obligation of the City to pay the deficiency will continue on a cumulative basis through the maturity date of the City Note, provided that the City will pay the deficiency on the next payment date if sufficient funds are then available out of pledged increment (as such term is defined in Article Three, Section 1(c) below). The Board will have a claim for any deficiency not paid as of the maturity date but only upon any available City Increment Funds which should have been received by the City and deposited in the DePriest Account (as such term is defined in Article Three, Section 1(c) below) before or as of the maturity date but are not received by the City until after the maturity date.

(c) The City hereby pledges for payment under the City Note the City Increment consisting of that Midwest Increment transferred out of the Midwest Redevelopment Project Area Special Tax Allocation Fund (the "Midwest Fund") (created by the City pursuant to the Midwest T.I.F. Ordinances) as Transferred Increment and Madison/Austin Corridor Increment for the amount necessary to meet the Debt Service Schedule for the City Note that is deposited from time to time after the date hereof in a special account (the "DePriest Account") which the City has created or shall create within the Madison/Austin Corridor Redevelopment Project Area Special Tax Allocation Fund (the "Madison/Austin Corridor Fund") created by the City pursuant to the Madison/Austin Corridor T.I.F. Ordinances. Midwest Increment transferred out of the Midwest Fund as Transferred Increment shall not include any Increment generated by or attributable to the parcels of real property and improvements thereon in the Midwest Redevelopment Area: (1) listed in (Sub)Exhibit J hereto the "Excluded Midwest Redevelopment Area Parcels" or (2) that are or become part of the Chicago Housing Authority's so-called "Rockwell Gardens Transformation Project" (the "Rockwell Gardens Parcels"), to the extent the City determines that the Increment generated by or attributable to the Rockwell Gardens Parcels is needed to finance costs of the Rockwell Gardens Transformation Project that are eligible redevelopment project costs under the Act. The City shall give the Board written notice of the Rockwell Gardens Parcels and shall update such written notice to the Board as necessary. Payments on the City Note will be subject to the

availability of such City Increment in the DePriest Account. The availability of such City Increment in the DePriest Account will be subject to (1) the City's annual retention of not to exceed ten percent (10%) of (A) the Madison/Austin Corridor Increment deposited annually into the Madison/Austin Corridor Fund for the payment of expenses incurred by the City in the administration and operation of the Madison/Austin Corridor Redevelopment Area (the "Madison/Austin Administrative and Operational Retention"), and (B) the Midwest Increment deposited annually into the Midwest Fund for the payment of expenses incurred by the City in the administration and operation of the Midwest Redevelopment Area (the "Midwest Administrative and Operational Retention", together with the Madison/Austin Administrative and Operational Retention, the "Administrative and Operational Retention"), and (2) all restrictions on and obligations of the City contained in all City ordinances relating to the City Increment and, subject to the restrictions set forth in Article Three, Section 1(d) below, all agreements and other documents entered into by the City pursuant thereto (collectively, the "City Increment Restrictions and Obligations"). Such City Increment pledged under this paragraph (including the limitations herein, including but not limited to the Administrative and Operational Retention, the City Increment Restrictions and Obligations, as well as the priority of the "Prior City Obligations" and the "Future City Obligations, as both such terms are defined Article Three, Section 1(d) below) is referred to as the "Pledged Increment". Subject to the terms and conditions of this Agreement, the City shall deposit the Pledged Increment, when received, into the DePriest Account.

(d) (i) The Board's prior right to receive Pledged Increment, on an annual basis, in connection with the City Note shall be subordinate to the City's obligations pursuant to that certain: (1) Four Million Nine Hundred Thousand Dollar (\$4,900,000) Tax Increment Allocation Revenue Note (Midwest Redevelopment Project) Taxable Series 200__ (dated_____, 200__) and (2) Eight Hundred Sixty-five Thousand Dollar (\$865,000) Tax Increment Allocation Revenue Note (Madison/Austin Corridor Redevelopment Project) Taxable Series 2003 (dated July 2, 2003) (collectively, the "Prior City Obligations").

(ii) The City, during the Term of the Agreement, with the concurrence of the Board, may subordinate the Board's prior right to receive Pledged Increment in connection with the City Note to other obligations of the City to be paid from City Increment ("Future City Obligations") that would otherwise have been required to be deposited in the DePriest Account, based upon the City and the Board reasonably agreeing, based on historical and anticipated City Increment, that the payment of the City Note will not be materially adversely affected by such subordination. The Board's concurrence with and agreement to any such subordination proposed by the City shall be deemed to be given if the City evidences to the Board, by means of a report prepared by a qualified and experienced consultant (acceptable to the Board in its reasonable discretion), that, after payment of scheduled principal and interest payments on (1) the Prior City Obligations, (2) any previously issued Future City

Obligations, and (3) the then proposed Future City Obligation in question, the City shall have available City Increment in an amount equal to no less than one hundred twenty-five percent (125%) of the annual amount of principal and interest to be paid under the City Note by the City to the Board on an annual basis pursuant to the Debt Service Schedule. The consultant's report shall take into consideration whether any of the proceeds of a Future City Obligation shall be used to pay all or a part of any of the Prior City Obligations or the previously issued Future City Obligations (if any).

(iii) In addition to any mutually agreed to subordination to Future City Obligations pursuant to Article Three, subsection 1(d)(ii) hereof, the City, subject to the terms of this Article Three, subsection 1(d)(iii), may, until the earlier to occur of the expiration of the Term of this Agreement or payment in full of the City Note, exclude up to ninety percent (90%) of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("E.A.V.") of such affected parcels over and above the E.A.V. of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). The E.A.V. of the affected parcels for the Base Year shall be the E.A.V. that was the basis for the determination of ad valorem property taxes in the Base Year. For example, if a new assisted development project commences in 2010, then the Base Year shall be 2009, but the E.A.V. of the affected parcels for the Base Year of 2009 shall be the E.A.V. for tax year 2008, which was the basis for the determination of taxes in 2009. Except for (1) the foregoing, (2) the Prior City Obligations and (3) any mutually agreed to subordination to Future City Obligations pursuant to Article Three, subsection 1(d)(ii) hereof, the Board shall retain its initial lien status relative to City Increment.

In the event that the City elects to avail itself of the provisions of this Article Three, subsection 1(d)(iii), it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the E.A.V. thereof for the Base Year.

(e) Upon expiration of any call protection period associated with the Board Bonds but before the maturity date, the City shall have the right to prepay in full or in part the City Note in an amount (including any principal and premium, if any) sufficient to enable the Board to call and redeem the Board Bonds, in which event the covenants, agreements and other obligations of the City to the Board shall be discharged and satisfied. The City shall give the Board not less than thirty (30) days advance written notice of its intent to prepay the City Note.

2. The current estimate of the cost of the Project is Twenty Million Five Hundred Thousand Dollars (\$20,500,000). The Board has delivered to the Commissioner, and the Commissioner hereby approves, as detailed project budget for the Project, attached hereto and incorporated herein as (Sub)Exhibit F. The Board certifies that it has identified sources of funds (including the City Increment Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Increment Funds to the Project and that all costs of completing the Project over the City Increment Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds.

3. Attached as (Sub)Exhibit G and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs, financing costs to be incurred in connection with the City Note and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Increment Funds ("T.I.F.-Funded Improvements"); and to the extent the T.I.F.-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the T.I.F.-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these T.I.F.-Funded Improvements are necessary and directly result from the Madison/Austin Corridor Redevelopment Plan. Prior to the expenditure of City Increment Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to (Sub)Exhibit G as he or she wishes in his or her discretion to account for all of the City Increment Funds to be expended under this Agreement; provided, however, that (a) such modifications shall not decrease the maximum principal amount of the City Note and (b) all T.I.F.-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Madison/Austin Corridor Redevelopment Plan and (iii) be improvements that the Commissioner has agreed to pay for out of City Increment Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Increment Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Increment Funds contemplated by this Agreement and the amount of the City Increment Funds actually paid by the City to the Board and expended by the Board on the Project.

To the extent that any City Increment Funds are deposited with the trustee under an indenture securing the Board Bonds, if said trustee returns any excess City Increment Funds to the Board after making all principal and interest payments due in the bond year for which the City Increment Funds were deposited with the trustee, then the Board shall pay such excess City Increment Funds to the City within thirty (30) days of receipt thereof.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. Commencing with the first state fiscal year (July 1, June 30) beginning after the execution of this Agreement and for each state fiscal year thereafter until and including state fiscal year 2021, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1) and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds one hundred thirty percent (130%) of One Hundred Fourteen Million Nine Hundred Fourteen Thousand One Hundred Thirty-one Dollars (\$114,914,131), as adjusted every January 31, beginning January 31, 2005, by the *Consumer Price Index for All Urban Consumers* for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to fifty percent (50%) of the grant amount that the Board receives that is in excess of one hundred thirty percent (130%) of the Base Amount (the "Excess Amount"). For example, if the Base Amount was One Hundred and no/100 Dollars (\$100.00) and if the Board was awarded a grant of One Hundred Fifty and no/100 Dollars (\$150.00) in a particular state fiscal year, Twenty and no/100 Dollars (\$20.00) of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to Ten and no/100 Dollars (\$10.00), which is fifty percent (50%) of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess Amount or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

*Article Four.**Term.*

The term of the Agreement shall commence on the date of its execution and shall expire on the date on which the Madison/Austin Corridor Redevelopment Area is no longer in effect (through and including [September 29, 2022] [December 31, 2023]).

*Article Five.**Indemnity; Default.*

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreement directly related to this Agreement, and may suspend disbursement of the City Increment Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Six.

Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven.

Notice.

Notice To Board Shall
Be Addressed To:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (Omitted for printing purposes)

Notice To The City Shall
Be Addressed To:

Commissioner
City of Chicago
Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Fax: (Omitted for printing purposes)

and

Corporation Counsel
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division
Fax: (Omitted for printing purposes)

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (Fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

Article Eight.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Ten.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven.

Governing Law And Severability.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions

hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one (1) or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Article Twelve.

Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Article Thirteen.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties.

Article Fourteen.

Authority.

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2004. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Sixteen.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture or any association or relationship involving the City and the Board.

Article Seventeen.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Eighteen.

No Personal Liability.

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

Article Nineteen.

Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

9/1/2004

REPORTS OF COMMITTEES

30833

For The Board:

Board of Education of the City of
Chicago
125 South Clark Street
Chicago, Illinois 60603
Attention: Chief Financial Officer
Phone: (Omitting for printing purposes)
Fax: (Omitted for printing purposes)

For The City:

City of Chicago, Department of Planning
and Development
121 North LaSalle Street, Room 1101
Chicago, Illinois 60602
Attention: Deputy Commissioner,
Development Finance Division
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois, by and through
the Department of Planning and
Development

By: _____
Commissioner,
Department of Planning
and Development

The Board of Education
of the City of Chicago

By: _____
President

Attest By: _____
Secretary

Board Resolution Number: 01 -0725-RS2

Approved as to legal form:

General Counsel

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement
with Chicago Board of Education constitutes Exhibit "A"
to the ordinance and is printed on page 30815
of this *Journal*.]

[(Sub)Exhibit "C" referred to in this Intergovernmental Agreement
with Chicago Board of Education unavailable at
time of printing.]

(Sub)Exhibits "B", "D", "E-1", "E-2", "F", "G", "H", "I" and "J" referred to in this
Intergovernmental Agreement with Chicago Board of Education read as follows:

(Sub)Exhibit "B".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Features Of The Facility.

Address:

139 South Parkside Avenue.

Project Description:

The Oscar DePriest Elementary School project, located on the city's west side, will result in a state of the art, full service elementary school facility. Total design capacity for the school is one thousand two hundred (1,200) students.

The three and one hundredths (3.01) acre site is owned by the Board of Education. The site is bounded by Parkside Avenue to the west, Central Avenue to the east and Columbus Park to the south.

DePriest Elementary School reflects a new direction in elementary school design, adapting to tighter sites. The square footage of the school is one hundred six thousand eight hundred ninety-five (106,895). The school is three (3) stories and will be constructed of steel frame and brick construction.

The school is comprised of five (5) classrooms at one thousand two hundred (1,200) square feet, twenty-three (23) classrooms at nine hundred (900) square feet and six (6) classrooms, at six hundred (600) square feet. Special amenities include art, music and science classrooms, full serving kitchen and dining facilities/multi-purpose room and administrative/student support suite and is fully wired for technology.

Capacity:

The projected student enrollment capacity will be approximately nine hundred sixty (960) students.

Chicago Public Schools

Capital Improvement Program

New Construction Fact Sheet.

School Name:	New DePriest School
Address:	139 South Parkside Avenue
Region:	Three

Projected Enrollment:	960 Students	
Total Capacity:	1,200 Students	
Size of School/ Addition:	106,895 Square Feet	
Construction Cost:	\$15,423,000.00	
Construction Start:	Fall 2002	
Construction Completion:	Summer 2004	
Building Program:	Pre-K -- 8	
	23 Standard Classrooms	900 Square Feet
	6 Special Education Rooms	600 Square Feet
	5 Large Classrooms	1,200 Square Feet
	1 Computer Lab	900 Square Feet
	1 Science Lab	1,000 Square Feet
	1 Music Room	1,000 Square Feet
	1 Art Room	1,000 Square Feet
	Administrative Center	
	Learning Resource Center	
	Student Services	
	Engineer Office	
	Lunch Room/Multi-Purpose	5 Periods at 250 Students
	Gymnasium	
	Parking	27 Spaces

9/1/2004

REPORTS OF COMMITTEES

30837

Building Systems/
Features:

Fully Accessible to People
with Disabilities

Air-Conditioned Throughout

State-of-the-Art Computer
Network

Two-Story Brick, Precast
Panel and Dimension

Stone Construction

Ornamental Metal Fencing
and Landscaping

Managing Design
Architect:

OWP/P, Inc.

Construction
Management:

Public Building Commission

Program Manager:

Chicago School Associates

Architect of Record:

Roula Architects, Ltd.

General Contractor:

Walsh Construction Company

(Sub)Exhibit "D".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Form Of Note.

Registered
Number R-1

Maximum Amount
\$18,500,000
(subject to change)

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Revenue Note
(Madison/Austin Corridor Redevelopment Project), Series 200_A.

Registered Owner: Board of Education of the City of Chicago

Interest Rate: Not to exceed nine percent (9%) per annum, with the exact rate to be determined by the City Comptroller of the City of Chicago

Maturity Date: [December 31, 2023]

Know All Persons By These Presents, That the City of Chicago, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance, with payments of principal and interest to be made according to the debt service schedule attached hereto. Interest shall be computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the DePriest Account (as defined in the hereinafter defined Agreement) is due February 1 of each year commencing February 1, 2005, until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately preceding the applicable payment, maturity or prepayment date, and shall be paid by wire transfer of such money to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar by the close

of business on the fifteenth (15th) day of the month immediately after the applicable payment, maturity or prepayment date; provided, that the final installment of principal and accrued but unpaid interest will be payable on or before the maturity date and solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) for the purpose of reimbursing the Registered Owner for certain eligible redevelopment project costs incurred by the Registered Owner (the "Project"), which were acquired, constructed and installed in connection with the development set forth in (Sub)Exhibit B of that certain Intergovernmental Agreement between the City of Chicago, by and through its Department of Planning and Development, and the Board of Education of the City of Chicago regarding DePriest Elementary School dated as of _____, 2004 (the "Agreement") within the Madison/Austin Corridor Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "T.I.F. Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an Ordinance adopted by the City Council of the City on _____, 2004 (the "Ordinance"), in all respects as by law required. The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the T.I.F. Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Pledged Increment (As Defined In Article Three (1)(c) Of The Agreement), If Any, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of This Note. Subject to the terms of the Agreement, this Note, from and after _____, 20__, may, at the option of the City, be prepaid in full together with any unpaid accrued interest to the redemption date (the "Note Redemption Date") and with such premium, if any, that may become due in accordance with the Agreement. So long as the Registered Owner of this Note is the Board of Education of the City of Chicago (the "Board"), such prepayment shall occur only in connection with the redemption of the Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 200_ (the "Bonds"), of the

Board, the Note Redemption Date shall be not less than thirty (30) days nor more than seventy-five (75) days prior to a date on which the Bonds are subject to optional redemption by the Board (the "Bond Payment Date"), and the premium payable upon such prepayment shall equal the positive difference between (i) the sum of (a) the principal, redemption premium, if any, and accrued interest to the redemption date on all Bonds to be redeemed from the Note Redemption Date to the Bond Payment Date, (b) the principal amount of the Bonds, if any, maturing on any date from the Note Redemption Date to the Bond Payment Date, (c) the interest on the Bonds due and payable on any interest payment date that occurs from the Note Redemption Date to the Bond Payment Date, (d) the amount of any payments required to be made by the Board to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended, due or to become due as a result of the redemption of the Bonds, (e) any termination payment required to be paid by the Board under any forward supply contract, guaranteed investment contract or similar contract entered into by the Board with respect to the Bonds as a result of the prepayment of the Note, and (f) any unreimbursed payments made by the Board as a result of any deficiency in the payment of the principal of or interest on the Note, and (ii) the sum of (a) the amount of principal of and accrued interest on the Note paid on the Note Redemption Date, (b) any amounts held under that certain Trust Indenture dated as of _____ 1, 200_ (the "Indenture") between the Board and _____, as trustee, that may be applied to the payments set forth in (i) above, (c) any termination payment required to be paid to the Board under any forward supply contract, guaranteed investment contract or similar contract entered into by the Board with respect to the Bonds as a result of the prepayment of the Note, and (d) any investment income determinable on the Note Redemption Date to be earned from the investment of monies held in any defeasance escrow fund for the benefit of the Bonds from the Note Redemption Date to the Bond Redemption Date. The determination of the amounts described above shall be made by the Board and provided to the City in writing and such determination by the Board shall be conclusive. Notice of any such prepayment shall be sent by registered or certified mail not less than thirty (30) days prior to the date fixed for prepayment to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same

aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment has been mailed, nor during a period of five (5) days next preceding mailing of a notice of prepayment of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Agreement provide. This Note may be supplemented and amended and a new form of Note substituted therefor as permitted by the Agreement.

Pursuant to the Agreement, the Registered Owner has agreed to acquire and construct the Project and to advance funds for the payment of the costs of the construction of certain facilities related to the Project on behalf of the City. Such payment of costs in the amount of not to exceed Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Article Five, Section 2 of the Agreement, the City has reserved the right to terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized manual or facsimile signature

of the Mayor and attested by the duly authorized manual or facsimile signature of the City Clerk of the City, all as of _____, ____.

Mayor

[Seal]

Attest:

City Clerk

Certificate
Of
Authentication

Registrar and
Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (Madison/Austin Corridor Redevelopment Project), Series 200_A, of the City of Chicago, Illinois.

City Comptroller

Date: _____

Debt Service Schedule referred to in this Form of Note reads as follows:

Debt Service Schedule.
(To Form Of Note)

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Revenue Note
(Madison/Austin Corridor Redevelopment Project), Series 200_A.
Summary Of Annual Note Payments.

Year Collected*	I.G.A. Note Amount
2003	--
2004	--
2005	\$1,903,000
2006	1,551,000
2007	2,256,000
2008	1,706,000
2009	1,092,000
2010	1,232,000
2011	1,224,000
2012	1,231,000
2013	2,045,000

* Payment to be made no later than February 1 of the following year.

Year Collected*	I.G.A. Note Amount
2014	\$ 2,048,000
2015	2,047,000
2016	2,459,000
2017	2,456,000
2018	2,456,000
2019	2,867,000
2020	2,867,000
2021	2,864,000
2022	2,860,000
2023	--
TOTAL:	\$37,164,000

(Sub)Exhibit "E-1".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Request For Certificate Of Expenditure.

State of Illinois)
)SS.
County of Cook)

The affiant, _____, _____ of the Board of Education of the City
of Chicago, a body corporate and politic (the "Board"), hereby certifies that with

* Payment to be made no later than February 1 of the following year.

respect to that certain Intergovernmental Agreement between the Board and the City of Chicago dated _____, 2004 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project to date:

Total: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Board requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

2. No event of default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local law, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto, including but not limited to those summarized on (Sub)Exhibit I of the Agreement.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as (Sub)Exhibit F to the Agreement; and (2) evidence of the

expenditures upon T.I.F.-Funded Improvements for which the Board hereby seeks reimbursement.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

The Board of Education of the City of
Chicago, a body corporate and politic

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, _____.

My commission expires: _____

Agreed And Accepted:

City of Chicago
Department of Planning
and Development

Name: _____

Title: _____

9/1/2004

REPORTS OF COMMITTEES

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(Sub)Exhibit "E-2".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Certificate Of Expenditure.

_____, 200_

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
Eighteen Million Five Hundred Thousand
Dollar (\$18,500,000) Tax Increment Allocation
Revenue Note (Madison/Austin Corridor Redevelopment
Project), Series 200_A (the "Note")

This Certificate is submitted to you, Registered Owner of the Note, pursuant to the Ordinance of the City authorizing the execution of the Note adopted by the City Council of the City on _____, 2004 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under, or has been added to the principal balance of, the Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Note is \$_____, including the amount of this Certificate and less any payment made on the Note as of the date hereof, and the amount of interest accrued on the principal balance of the Note as of the date hereof is \$_____.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____, 200_.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

(Sub)Exhibit "F".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Project Budget.

Chicago Public Schools
Capital Improvement Program

Project Initiation Form.

To: The Department of Operations
Chicago Public Schools

Date: April 15, 2002.

The Program Manager has reviewed the list of pre-qualified architects and recommends that the following project be initiated and funded as follows:

Project Name	DePriest School
Project Number	2002-8050-NSC
Scope of Work	New Construction
Architect of Record	_____
Managing Architect	_____

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REPORTS OF COMMITTEES

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Scope	Notes	Item	Units	Unit Cost	Total
1. Demolition/Site Prep	(By C.P.S.)	0	ls	\$ --	\$ 1,067,000
2. Environmental	(Included in Demolition)				0
3. Total Demolition					1,067,000
4. Construction	(Includes Builders Risk and IT)	106,895	sf	\$148.50	\$15,874,189
5. Pre-Purchased Steel*	(Included above)	0	tons	--	0
6. Site Adjustments		0	ls	--	0
7. Park District Facilities					NA
8. Utility Relocations		0	ls	--	20,000
9. Total Construction					15,894,189
10. Design Contingency	(Includes IT and fee)				31,000
11. Construction Contingency	(Includes IT and fee)			5%	794,709
12. F.F.E., Murals, artwork, et cetera	(F.F.E. by C.P.S. \$325,000)				375,000
13. FFE Consultant	(By C.P.S.)				17,104
14. QA Inspections					50,000
15. Managing Architect (Construction)	(Includes reimbursables)				0
16. Architect of Record	(Includes add'l services and on site observation, C.P.S. portion = \$317,884)				635,768

* The Board may opt to pre-purchase steel. The decision will be made with P.B.C. once the amounts are determined.

Scope	Notes	Item	Units	Unit Cost	Total
17. Reimbursable Expenses	(C.P.S. portion = \$38,000)				\$ 76,300
18. Miscellaneous Consultants	(Technical, AA, et cetera)				100,000
19. Environmental Consulting					0
20. Construction Manager					250,000
21. PBC Fee				3%	476,826
22. Land Acquisition	(By C.P.S.)				700,000
23. PROJECT TOTAL					\$ 20,467,896
Total Budget Required					\$ 20,467,896
C.P.S. Funded Previously					\$ 2,464,988
P.B.C. Budget Balance For Project					\$ 18,002,908

Tim Martin, Chief Operating Officer/Date

(Sub)Exhibit "G".
 (To Intergovernmental Agreement With
 Chicago Board Of Education)

Project T.I.F.-Funded Improvements.

Note: In addition to the T.I.F.-Funded Improvements listed on the attached, financing costs involving the City Note are also Eligible Redevelopment Project Costs under the Act and are therefore deemed to be included as "T.I.F.-Funded Improvements" under the Agreement.

9/1/2004

REPORTS OF COMMITTEES

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DePriest School Project Budget
With T.I.F.-Funded Improvements.

	New School Budget	New School Costs To Date	T.I.F. Funded Improvements
Land Acquisition			
Hard Costs			
Relocation Costs			
Soft Costs			
Subtotal:	<u>\$ 700,000</u>	<u>\$ 439,000</u>	<u>\$ 439,000</u>
Site Preparation			
Demolition	\$ 1,067,000	\$ 1,546,517	\$1,546,517
Remediation	<u>0</u>	<u>0</u>	<u>0</u>
Subtotal:	\$ 1,067,000	\$ 1,546,517	\$1,546,517
General Construction			
Construction	\$15,894,189	\$14,926,604	\$14,926,604
Contingency	<u>825,709</u>	<u>725,000</u>	<u>725,000</u>
Subtotal:	\$16,719,898	\$15,651,604	\$15,651,604
FF&E/Art			
Art	\$ 50,000		\$ 50,000
Hard Costs	325,000		325,000

	New School Budget	New School Costs To Date	T.I.F. Funded Improvements
Soft Costs	\$ 17,104		\$ 0
Subtotal:	\$ 392,104		\$ 375,000
Professional Fees			
Fees	\$ 1,112,068		\$ 1,112,068
Contingency	0		0
P.B.C. Administration	<u>476,826</u>		<u>0</u>
Subtotal:	\$ 1,588,894		\$ 1,112,068
TOTALS:	<u>\$20,467,896</u>	<u>\$17,637,121</u>	<u>\$19,124,189</u>

(Sub)Exhibit "H".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Transfer Schedule.

Note: Midwest Increment will be transferred to the DePriest Account to fund approximately [80.435]% of the payments under the City Note.

Transfer Schedule.

Detailed Annual Note Payments By T.I.F.

Year Collected*	Madison/Austin T.I.F. Note Payment	Midwest T.I.F. Note Payment	Total T.I.F. Note Payment
2003	--	--	--
2004	--	--	--
2005	\$266,997.68	\$1,636,002.32	\$1,902,900.00
2006	199,582.83	1,351,417.17	1,551,000.00
2007	373,839.79	1,882,160.21	2,256,000.00
2008	279,809.20	1,426,190.80	1,706,000.00
2009	175,778.67	916,221.33	1,092,000.00
2010	228,332.32	1,003,667.68	1,232,000.00
2011	283,828.42	940,171.58	1,224,000.00
2012	308,756.68	922,243.32	1,231,000.00
2013	416,560.74	1,628,439.26	2,045,000.00
2014	417,171.84	1,630,828.16	2,048,000.00
2015	416,968.14	1,630,031.86	2,047,000.00
2016	527,349.34	1,931,650.66	2,459,000.00

* Payment to be made no later than February 1st of the following year.

Year Collected*	Madison/Austin T.I.F. Note Payment	Midwest T.I.F. Note Payment	Total T.I.F. Note Payment
2017	\$ 526,705.97	\$ 1,929,294.03	\$ 2,456,000.00
2018	526,705.97	1,929,294.03	2,456,000.00
2019	639,165.73	2,227,834.27	2,867,000.00
2020	639,165.73	2,227,834.27	2,867,000.00
2021	638,496.92	2,225,503.08	2,864,000.00
2022	657,186.62	2,202,813.38	2,859,900.00
2023	--	--	--
TOTAL:	\$7,522,402.59	\$29,641,597.41	\$37,163,900.00

(Sub)Exhibit "I".

*(To Intergovernmental Agreement With
Chicago Board Of Education)*

*Laws, Rules And Regulations Applicable To The Board/
Board Policies, Programs And Procedures.*

Pursuant to recent developments, the Board is in the process of revising its M.B.E./W.B.E. program, and it is anticipated that such revisions will be substantially similar to those recently made by the City to its M.B.E./W.B.E. program. The Board's revised M.B.E./W.B.E. program, as and when adopted by the Board, will be incorporated into contracts for the Project. Once the Board adopts its revised M.B.E./W.B.E. program, the Board will provide the City with a detailed description thereof for attachment to this Agreement as an exhibit.

* Payment to be made no later than February 1st of the following year.

(Sub)Exhibit "J".
(To Intergovernmental Agreement With
Chicago Board Of Education)

Excluded Midwest Redevelopment Area Parcels.

Building Site	Street Address	Permanent Index Number
Site 1	701 South Independence Boulevard	16-14-307-001
Site 1	711 South Independence Boulevard	16-14-307-002
Site 1	3727 West Flournoy Street	16-14-307-007
Site 2	3727 West Flournoy Street	16-14-307-014
Site 2	715 -- 717 South Independence Boulevard	16-14-307-003
Site 2	715 -- 717 South Independence Boulevard	16-14-307-015
Site 3	719 South Independence Boulevard	16-14-307-004
Site 3	725 South Independence Boulevard	16-14-307-005
Site 4	3715 West Flournoy Street	16-14-307-010
Site 4	3713 West Flournoy Street	16-14-307-011

Building Site	Street Address	Permanent Index Number
Site 5	3714 West Lexington Street	16-14-307-021
Site 5	3710 West Lexington Street	16-14-307-022
Site 6	3707 West Lexington Street	16-14-311-015
Site 6	3703 West Lexington Street	16-14-311-016
Site 7	3636 West Lexington Street	16-14-308-021
Site 8	3645 West Flournoy Street	16-14-308-003
Site 8	3643 West Flournoy Street	16-14-308-004
Site 9	3637 West Flournoy Street	16-14-308-007
Site 9	3633 West Flournoy Street	16-14-308-008
Site 10	3631 West Flournoy Street	16-14-308-009
Site 10	3629 West Flournoy Street	16-14-308-010
Site 11	3610 West Flournoy Street	16-14-304-030
Site 11	3608 West Flournoy Street	16-14-304-031
Site 11	3606 West Flournoy Street	16-14-304-032
Site 12	700 South Central Park Avenue	16-14-308-041

JOINT COMMITTEE.

COMMITTEE ON BUILDINGS

AND

**COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.**

**AMENDMENT OF TITLE 18, CHAPTER 13, SECTION 303
OF MUNICIPAL CODE OF CHICAGO REGARDING
SOLAR REFLECTIVITY REQUIREMENTS FOR
ROOFING MATERIALS.**

A Joint Committee comprised of the members of the Committee on Buildings and the members of the Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, September 1, 2004.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having held a joint meeting with the Committee on Buildings on August 25, 2004 and having had under consideration one ordinance introduced by Mayor Richard M. Daley authorizing an amendment to Chapter 18-13 of the Municipal Code of the City of Chicago regarding roof reflectivity, 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) VIRGINIA A. RUGAI,
*Committee on Energy,
Environmental Protection
and Public Utilities,
Chairman.*

(Signed) BERNARD L. STONE,
*Committee on Buildings,
Chairman.*

On motion of Alderman Rugai, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

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. Section 18-13-303 of the Municipal Code of the City of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

303 Urban Heat Islands.

18-13-303.1 Urban Heat Island Provisions. The reflectance ~~and emittance~~

requirements of Sections 18-13-303.1 through ~~18-13-303.2.1~~ 18-13-303.2.3 are intended to minimize the urban heat island effect, as defined in Section 18-13-202, Definitions.

1. The portion of the roof that is covered by a rooftop deck covering 1/3 or less of the aggregate area of the roof, or a rooftop garden, or a green roof, is exempted from the requirements of this section.
2. An area including and adjacent to rooftop photovoltaic and solar thermal equipment, totaling not more than three times the area that is covered with such equipment, may be exempted from the requirements of this section.

18-13-303.2 Solar Reflectance. All roof exterior surfaces shall have a minimum solar reflectance as specified in 18-13-303.2.1 ~~through 18-13-303.2.3~~ when tested in accordance with ASTM E903, ASTM E1918 or by testing with a portable reflectometer at near ambient conditions.

18-13-303.2.1 Low-Sloped Roofs. Roofing materials used in roofs with slopes of 0 in 12 to 2 in 12 shall meet the following requirements:

1. Roofs installed prior to and including 12/31/08 shall have a minimum initial solar reflectance, ~~both initial and weathered~~, of 0.25.
2. Roofs installed after 12/31/08 shall utilize roofing products that meet or exceed the minimum criteria to qualify for an Energy Star label as designated by the USEPA Energy Star program.

18-13-303.2.2 Medium-Sloped Roofs. ~~Deliberately omitted.~~ Roofing materials used in roofs with slopes of over 2 in 12 and up to and including 5 in 12 shall, beginning 1/01/05, have an initial solar reflectance of 0.15 or greater.

Exception: Replacement or partial replacement of medium-sloped roofs on buildings constructed before 1/01/05.

18-13-303.2.3 Multiple-Sloped Roofs. Roofs with multiple slopes shall be subject to those requirements applicable to the slope which covers the greater portion of the building footprint.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Tillman, Lyle, Beavers, Stroger, Beale, Pope, Cardenas, Olivo, Burke, Rugai, Solis, E. Smith, Carothers, Austin, Banks, Daley and Shiller. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schuler, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

**TRIBUTE TO LATE AUXILIARY BISHOP MOST
REVEREND EDWIN M. CONWAY.**

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Reverend Edwin M. Conway, the former Auxiliary Bishop of Chicago; and

WHEREAS, Ordained as a priest in 1960, Reverend Conway began working at Catholic Charities of the Archdiocese of Chicago in 1962, and served as an associate pastor until 1967 at Saint Bonaventure parish and Saint Mary of the Lake parish; and

WHEREAS, Reverend Conway earned a master's degree in social work from Loyola University Chicago in 1970 and was a licensed social worker; and

WHEREAS, While working for Catholic Charities, Reverend Conway progressed from program to department director to division manager to administrator, expanding the program for children, seniors and families; and

WHEREAS, Sensing a need for additional services for seniors, Reverend Conway was instrumental in adding nursing homes, senior housing and in-home services to the charity's many programs; and

WHEREAS, Reverend Conway was ordained an auxiliary bishop in 1995, and was appointed the Episcopal vicar for Vicariate II, comprising the north side of Chicago and several north suburbs and in 2003 became vicar general of the Chicago archdiocese; and

WHEREAS, In addition to his many other honors, Reverend Conway was designated a Knight of the Holy Sepulchre in 1987 and received the Heart of Loyola Award and the Lumina Award presented by National Catholic AIDS Network in 2004; and

WHEREAS, Reverend Conway will always be remembered as a devoted servant of God who led an exemplary life dedicated to the poor, weak and disenfranchised; and

WHEREAS, The legacy of Reverend Conway's dedication, devotion and hard work shall serve as an example to us all; and

WHEREAS, The passing of Reverend Conway will be deeply felt by his family and friends, especially his brother, Jerry; his nephews, Timothy, Daniel, David and Thomas; his niece, Judy; and his thirteen great-nieces and nephews; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby honor the exemplary life and memory of Reverend Edwin M. Conway and extend our most heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Reverend Edwin M. Conway as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. E. MICHAEL KELLY.

WHEREAS, Members of this chamber were deeply saddened to learn of the untimely passing of E. Michael Kelly on August 9, 2004 at the age of fifty-seven; and

WHEREAS, Mr. Kelly was an outstanding trial attorney who specialized in the defense of medical malpractice cases, but whose clients were as diverse as the Chicago White Sox and the Cook County Public Defender's Office; and

WHEREAS, A senior partner in the firm of Hinshaw and Culbertson, Mr. Kelly joined that firm in 1972 and served as a member of that firm's management committee for over twenty years; and

WHEREAS, As one of the city's most respected attorneys, Mr. Kelly had a reputation for representing his clients fiercely, while at the same time maintaining the highest ethical standards; and

WHEREAS, A native of the city's south side, Mr. Kelly was a graduate of Leo High School, where he excelled as a center on the school's football team; and

WHEREAS, He continued to play football at Michigan State University, from which he graduated in 1969, and, in 1972, he received his Juris Doctor degree from the Northwestern University School of Law; and

WHEREAS, He was a founding member of The Chicago Inn of Court and served as the organization's president from 1991 to 1992; and

WHEREAS, In addition to his many other professional and civic activities, Mr. Kelly served as a member of the American Bar Association, the American College of Trial Lawyers, the Chicago Bar Association, the Illinois Bar Association, the International Association of Defense Counsel and the Society of Trial Lawyers; and

WHEREAS, Mr. Kelly will be remembered not only for his superb professionalism, but also for his compassion and good humor; and

WHEREAS, Mr. Kelly is survived by his wife, Sharyn A. Kelly; his daughters, Michelle McCue and Kristy Kelly; his son, Brendan Kelly; and six grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby mourn the passing of E. Michael Kelly and we extend our heartfelt sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to his family as a sign of our honor and respect.

TRIBUTE TO LATE MS. BARBARA SIZEMORE.

WHEREAS, The members of this chamber were deeply saddened to learn of the death at age seventy-six of Barbara Sizemore, an educator, scholar and public speaker who used the expertise she acquired at premier educational institutions to work on behalf of disadvantaged students in inner-city public schools; and

WHEREAS, The only child of Sylvester Walter Laffoon and Delila Alexander Laffoon, Ms. Sizemore was born in Chicago and raised in Terre Haute, Indiana, where she graduated from Booker T. Washington Elementary School and Wiley High School; and

WHEREAS, A recipient of the Maude G. Reynolds Classical Language Scholarship, Ms. Sizemore attended Northwestern University in Evanston, Illinois. She earned a bachelor's degree in classical languages in 1947 and a master's degree in elementary education in 1954. Twenty-five years later, in 1979, Ms. Sizemore was awarded a Ph.D. in educational administration from the University of Chicago; and

WHEREAS, Beginning her career as a teacher in the Chicago public school system, Ms. Sizemore was appointed principal of Chicago's Anton Dvorak Elementary School in 1963. In 1965, she became principal of Forestville High School, one of only a few African-American women to reach that position at that time; and

WHEREAS, The first African-American woman in United States history to be named superintendent of a major city school system, Ms. Sizemore was appointed superintendent of the Washington, D.C. public school system in 1972; and

WHEREAS, In 1974, Ms. Sizemore accepted a position on the faculty at the University of Pittsburgh, and, in 1977, became professor and interim chair of the Department of Black Community, Research and Education, a position which she held for fifteen years. At the same time, Ms. Sizemore fought to desegregate Pittsburgh's public schools and emerged as a leader of the National Alliance of Black School Educators. A member of the board of directors of *The Journal of Negro Education*, Ms. Sizemore was also active in Pittsburghers Against Apartheid, an organization fighting to end racial injustice in South Africa; and

WHEREAS, During her tenure at the University of Pittsburgh, Ms. Sizemore studied public schools in low-income, high-crime areas populated predominantly by African-Americans in an effort to identify the factors most responsible for producing low student achievement in those schools; and

WHEREAS, After joining the faculty of Chicago's DePaul University in 1992, Ms. Sizemore used the knowledge she had acquired in Pittsburgh to develop an innovative educational strategy to help low-achieving schools in Chicago adopt ten routines which, research had shown, could turn those schools into institutions capable of producing high-achieving students. Called School Achievement Structure (S.A.S.), Ms. Sizemore's program, which she championed while serving as dean of DePaul University's School of Education, proved to be so successful at raising student performance levels in inner-city schools, it was replicated in school districts across the country; and

WHEREAS, After retiring from DePaul University in 1999, Ms. Sizemore spent countless hours lecturing to thousands of educators and organizations about her S.A.S. model for achieving student success and about other social and educational issues; and

WHEREAS, The author of *The Ruptured Diamond: The Politics of the Decentralization of the District of Columbia Public Schools*, and of a second book to be published posthumously, Ms. Sizemore was the recipient of numerous honors and awards for her work in educational theory, including the African Heritage Studies Association Edward Blyden Award for 1992 and the Y.W.C.A. Racial Justice Award for 1995; and

WHEREAS, A straightforward and deeply moral woman who was determined to remove any obstacle hindering individual success, Barbara Sizemore will always be remembered as a tenacious advocate for disadvantaged students and as a brilliant educator who dedicated her life to empowering the disenfranchised; and

WHEREAS, Barbara Sizemore is survived by her first husband, Furman E. Sizemore; second husband, Jake Milliones; three daughters, Kymara Chase, Beatena Nance and Marimba Milliones; three sons, DuBois Milliones, Momar Milliones and Furman G. Sizemore; and seven grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby honor the life and memory of Barbara Sizemore and extend our heartfelt condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Barbara Sizemore as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. JAMES EDWARD STROGER.

WHEREAS, The members of this chamber learned with great sadness that James Edward Stroger, brother of Cook County Board President John Stroger and uncle of our friend and colleague, Alderman Todd Stroger of the 8th Ward, passed away on August 3, 2004, at the age of sixty-six; and

WHEREAS, Born on January 10, 1938, in Helena, Arkansas, Mr. Stroger was the youngest of four children of the late John and Ella Stroger; and

WHEREAS, "Jimmy", as Mr. Stroger was so affectionately known, spent his early years in Helena, where he graduated from Eliza Miller High School in 1955; and

WHEREAS, After graduation from high school, Mr. Stroger went on to study at Xavier University in New Orleans, Louisiana, and at A.M.&E. College in Pine Bluff, Arkansas prior to moving to Chicago; and

WHEREAS, In the 1970s, Mr. Stroger became an operating engineer for the City of Chicago's Water Management Department, a position he held until his retirement in 1996; and

WHEREAS, A devout Catholic, Mr. Stroger lived a virtuous life in dedication to Christ as a member of the Corpus Christi Church on South Dr. Martin Luther King, Jr. Drive; and

WHEREAS, Mr. Stroger, a gregarious man known for his sense of humor, will be remembered as a warm-hearted person who was quick to help a person in need; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Stroger to his family, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, The passing of Mr. Stroger will be deeply felt by his family and friends, especially his loving brother, John; his sister-in-law, Yonnie; his three nices, Yonnie Lynn, Donna and Trudi; his nephew, Todd; and a host other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby commemorate James Edward Stroger for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of James Edward Stroger as a sign of our sympathy and good wishes.

**CONGRATULATIONS EXTENDED TO MR. JAMES N. WOOD
ON RETIREMENT FROM THE ART INSTITUTE OF CHICAGO.**

WHEREAS, On September 8, 2004, James N. Wood announced his intention to retire as director and president of The Art Institute of Chicago, a position which he has held for nearly twenty-five years; and

WHEREAS, One of the longest-serving directors in today's art museum world, Mr. Wood helped to raise millions of dollars for The Art Institute of Chicago since he came to Chicago in 1980; and

WHEREAS, During his tenure, Mr. Wood oversaw more than forty renovations to this beloved Chicago institution. Those renovations began with the remodeling of the Department of Photography in 1981 -- 1982, and continued with the beautifully refurbished European Paintings Galleries in 1985, and the construction in 1988 of the Daniel F. and Ada L. Rice Building, which included galleries for European decorative arts and sculpture, the Field-McCormick Galleries of American Arts with their central sculpture court, and one of the largest and most flexible temporary exhibition spaces of any art museum, Regenstein Hall; and

WHEREAS, In 1991, Mr. Wood presided over the redesign and landscaping of the museum's garden at South Michigan Avenue and East Monroe Street, creating a restful urban oasis for all Chicagoans to enjoy. The new and expansive Galleries of Chinese, Japanese and Korean Art, along with the Japanese screen gallery, were added in 1992. In the same year, the renovated Kraft Education Center opened with galleries, studios for family workshops and a teacher resource center; and

WHEREAS, Other projects developed during Mr. Wood's tenure include the restoration of the Ryerson and Burnham Libraries in 1994, and the 2002 -- 2003 renovations of the main entrance and lobby of the museum, the refurbishing of the Department of Prints and Drawings, and the restoration of Fullerton Hall; and

WHEREAS, Overseeing the Renzo Piano design for the museum's proposed new wing is the latest of Mr. Wood's many accomplishments. The dramatic new wing will make a major contribution to the urban development of the Grant Park area and Chicago's Loop and will reinforce the historic role that The Art Institute of Chicago has played in the architectural heritage of our great city; and

WHEREAS, The record of new collections acquired by the museum during Mr. Wood's tenure attests to the strength of the relationships he formed and the confidence he engendered among philanthropists donating to the museum. Thousands of great works of art, and more than a dozen permanent collections of art, have been acquired in the last twenty-four years, including one of the largest and most significant collections of Dada and Surrealist art in the world; and

WHEREAS, Two of the museum's major exhibitions during Mr. Wood's tenure set international records for attendance and membership -- Claude Monet: 1840 -- 1926 in 1995 and Van Gogh and Gauguin: The Studio of the South in 2001. In 2003, Himalayas: An Aesthetic Adventure presented nearly one hundred ninety works of Hindu and Buddhist art from worldwide collections, more than half of which had never been seen by the public; and

WHEREAS, Under Mr. Wood's guiding hand, the museum's curatorial staff developed award-winning exhibitions, catalogues and programs, engaged in groundbreaking scholarship in their fields, and orchestrated several of the most well-attended exhibitions in history; and

WHEREAS, Dedicated to making art more accessible to the public, Mr. Wood worked tirelessly to make The Art Institute of Chicago more visitor-friendly by providing patrons with a wider range of amenities, from food to educational help through audio tours. In 1985, when the European painting galleries were refurbished, Mr. Wood was instrumental in the decision to rehang the paintings in chronologically grouped, medium-to large-scale galleries. Visitors were able to view the paintings in a more intimate and flowing historical presentation which, in turn, made it easier for them to understand and enjoy what they were seeing; and

WHEREAS, More than one hundred thousand museum members and millions of visitors have benefited from Mr. Wood's unflagging integrity, creative vision and determination to provide them with the highest quality experience of original works of art. Owing to Mr. Wood's steady leadership, The Art Institute of Chicago has been transformed into one of the world's great art museums; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of September, 2004, do hereby extend to James N. Wood our heartfelt gratitude and thanks for his many years of exceptional public service to the people of Chicago and our best wishes to him and his wife, Emese, for a lifetime of health, happiness, prosperity and success as they begin a new life for themselves in Rhode Island; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James N. Wood as a token of our appreciation and esteem.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

**GRATITUDE EXTENDED TO MR. JOHN W. WADDY FOR
CONTRIBUTIONS TO SECOND WARD COMMUNITY.**

WHEREAS, John W. Waddy was born January 2, 1910 in Paris, Tennessee and moved to Chicago's Gap-Bronzeville neighborhood at East 33rd and South Rhodes Avenue when he was six years old along with his parents and four brothers; and

WHEREAS, John W. Waddy and his four brothers attended Stephen A. Douglas Elementary School to graduation and Wendell Phillips High School also to graduation; and

WHEREAS, John W. Waddy married Pocahantas Dawkins June 18, 1929; and

WHEREAS, John W. Waddy and Pocahantas bore seven children, four girls and three boys; and

WHEREAS, John W. Waddy was drafted into the United States Navy on April 17, 1944 and served the country as a petty officer, third class until being honorably discharged on October 30, 1947; and

WHEREAS, John W. Waddy supported his family as a butcher in several neighborhood groceries including Harry's Grocery from which he would retire in the early sixties; and

WHEREAS, John W. Waddy, now age ninety-four, still resides in the Gap-Bronzeville area at 3332 South Giles Avenue, is one of the oldest seniors of the 2nd Ward, and has dedicated his entire life to community service in the 2nd Ward and to upholding the integrity of his neighborhood; and

WHEREAS, John W. Waddy's family would like to honor him for his lifetime contributions to the 2nd Ward, Chicago's Gap-Bronzeville neighborhood and the country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby adopt this resolution on this first day of September, 2004, to extend our appreciation to John W. Waddy for his contributions and do hereby extend our best wishes to him and his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John W. Waddy.

Presented By

ALDERMAN TILLMAN (3rd Ward):

**CONGRATULATIONS EXTENDED TO MS. HELEN HOBBS
ON NINETY-EIGHTH BIRTHDAY.**

WHEREAS, Helen Hobbs, an outstanding citizen and member of her community, was born July 23, 1906; and

WHEREAS, Helen Hobbs has lived for the past half-century at 500 East Oakwood Boulevard in this city's great Bronzeville neighborhood. Her current household includes her younger ninety-six year old sister, her daughter and her granddaughter; and

WHEREAS, After retiring from the Chicago Park District where she taught children's arts and crafts classes, Helen Hobbs continues an active life by keeping abreast of politics on all levels, prides herself on being a Democrat and votes religiously; and

WHEREAS, 26th District State of Illinois Representative Lovana Jones, a neighbor of Helen Hobbs, held a ninety-eighth birthday celebration in her home on Sunday, August 15, 2004; and

WHEREAS, The Honorable Dorothy J. Tillman, 3rd Ward Alderman has informed this august body of this momentous event; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council do hereby wish to add our heartiest felicitations and extend our warmest best wishes for good health and happiness for years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Helen Hobbs.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

**CONGRATULATIONS EXTENDED TO MR. JOSEPH F. ROBERTS
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Joseph Roberts, affectionately known as Grampa or Uncle Joe, will celebrate his one hundredth birthday on October 1, 2004; and

WHEREAS, The Chicago City Council has been informed of this great celebration by Alderman Toni Preckwinkle; and

WHEREAS, Joseph was born Joseph Frank Roberts in Chicago, Illinois on October 1, 1904. In his early years, he was a member of the Saint Thomas Episcopalian Church; and

WHEREAS, In 1925, he was joined in holy matrimony to Juanita Williams (deceased) and celebrated seventy blessed years of marriage; and

WHEREAS, Through this union, three children were born, Edith, Joseph, Jr. and Kenneth (all deceased); and two grandchildren, Gregory and Anna Maria; and

WHEREAS, Joseph has worked in the City of Chicago and Hyde Park area as a self-taught plumber, handyman and house repair consultant. He has been a Hyde Park resident for over fifty years and has always been sought to give historical information about the various neighborhoods in Chicago; and

WHEREAS, On October 2, 2004, a celebration to honor Joseph's one hundredth birthday will be held at the Hyde Park Union Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby offer our hearty congratulations to Joseph Roberts on the occasion of his one hundredth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joseph F. Roberts.

Presented By

**ALDERMAN PRECKWINKLE (2nd Ward)
AND OTHERS:**

TRIBUTE TO LATE MR. THOMAS EVERETT RAND.

A resolution, presented by Aldermen Preckwinkle, Hairston, Lyle and Beavers, reading as follows:

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Thomas Everett Rand on August 25, 2004; and

WHEREAS, On March 2, 1919, in Lodi, Texas, the union of Goree and Sadie Cole Rand was blessed with the birth of a son, Thomas Everett Rand; and

WHEREAS, That son was educated at Paul Laurence Dunbar High School and Philander Smith College in Little Rock Arkansas; and proudly served his country at the end of World War II as a sergeant in the United States Army; and

WHEREAS, Upon successful completion of his military service, Thomas E. Rand chose Chicago for his home and became an entrepreneur; and

WHEREAS, Thomas E. Rand owned and operated numerous businesses before owning a wholesale beverage company which became one of the nation's largest establishments and blossomed into manufacturing and food distributions, including the import and export of same; and

WHEREAS, Thomas E. Rand and his deceased wife, Maude, became the proud parents of three sons, Tyrone (who preceded his father in death), Everett and Timothy; and

WHEREAS, Thomas E. Rand was a man of extraordinary character, who broke barrier after barrier that was artificially imposed upon people of color with a tireless work ethic and commitment to excellence; and was equally committed to the betterment of the African American community, participating and supporting countless charitable and social causes; and

WHEREAS, His love for his community was second to the greatest love of his life, his family, and that love caused him to impart in his sons, his keen business acumen, commitment to excellence, love for the family and devotion to the community; and

WHEREAS, Thomas E. Rand was blessed to find another soulmate during his lifetime, with whom he shared many wonderful years, experiences and who was at his side caring and comforting him until his death, his wife Jennie; and

WHEREAS, Thomas F. Rand was a loyal, steadfast and devoted friend to many, as well as a man who cherished family. He leaves to celebrate his rich and enriching life his wife, Jennie; his two sons, Everett and Timothy; his daughter-in-law, Sandra; his grandchildren, Mark and Deven; and a host of nephews, nieces, cousins and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Thomas Everett Rand and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Thomas Everett Rand.

Presented By

ALDERMAN LYLE (6th Ward):

**CONGRATULATIONS EXTENDED TO MRS. WILLIE MAE
CLOUTIER ON NINETIETH BIRTHDAY.**

WHEREAS, On Sunday, September 26, 2004, family members and friends will gather in our great City of Chicago to celebrate the ninetieth birthday of matriarch Willie Mae Cloutier; and

WHEREAS, Born September 28, 1914, in Jackson, Mississippi, Madison County as the eleventh child of thirteen children, Willie Mae alone remains a most beloved figure to all who know her; and

WHEREAS, Mindful of the symbolic strength and solidarity of family, Willie Mae and Philip Cloutier were united in Holy Matrimony, sharing love and devotion to each other for thirty-one years until the Lord called Philip home to his eternal reward in 1967; and

WHEREAS, For many years a devout Catholic, Willie Mae practiced her faith until health conditions prevented her from attending mass; and

WHEREAS, Willie Mae Cloutier is a loving mother of five and stepmother to three, Mary Elizabeth, Josephine Cecelia, Rainey, Diane Marie, Angela Therese, Lucretia, Philip, Jr. and Anthony Victor; and

WHEREAS, Twenty-seven call her grandmother; forty-eight call her great grandmother; two cherish her as great-great grandmother; and cousins, nieces and nephews round out the immediate family. Add to the mix friends and extended family and there will be three hundred in attendance for what promises to be a jubilant celebration full of love and warm wishes; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this first day of September, 2004, do hereby offer our heartiest congratulations to Willie Mae Cloutier as she celebrates her milestone ninetieth birthday celebration and extend our warmest wishes that the Good Lord grant her good health to continue to enjoy life to the fullest; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Willie Mae Cloutier.

**CONGRATULATIONS EXTENDED TO MS. DOROTHY R. SHANKS ON
EIGHTIETH BIRTHDAY AND DECLARATION OF JULY 23, 2004
AS "DOROTHY R. SHANKS DAY IN CHICAGO".**

WHEREAS, Dorothy R. Shanks is the first child born to Evelyn Williams-Cannon and John Cannon on July 23, 1924; and

WHEREAS, Dorothy R. Shanks has been twice married and has a son, Norman, and two daughters, Deborah and Linda. To date, she also has seven grandchildren and nine great-grandchildren. When her children were older, she was a licensed beautician until 1957. In 1959, she started to work for the University of Illinois hospitals. By 1966, she was employed by F.W. Hall Publishing where she retired as a supervisor in 1987; and

WHEREAS, Not content with retirement, Dorothy R. Shanks became a licensed home day care provider in 1989. Since that time, she has been "Grandma" to twenty-two infants and pre-schoolers; and

WHEREAS, Dorothy R. Shanks has always been active in business, civic and social organizations. In the early 1950s, she was an active member of the Chicago Chamber of Commerce at a time when she and her sister, Juanita Cannon, owned and managed an apparel store on 71st and Wentworth on this city's great south side. She has been a member of the Couples Club, the 71st & Lafayette Block Club, the National Association of Negro and Professional Women, the Black Business Association, Pelatis Sorority, S.C.L.C., Operation Breadbasket and Operation P.U.S.H.. Dorothy R. Shanks marched with the late Dr. Martin Luther King, Jr. and traveled as the head matron of Operation Breadbasket's choir. Dorothy R. Shanks was instrumental in getting major food and drug stores to hire African-American employees. She still is an active member of the Area Three Top Ladies of Distinction as well as the Classic Ladies and serves as an officer in both organizations; and

WHEREAS, Dorothy R. Shanks has always enjoyed a rich religious life and was a Baptist until 1958 when she converted to Catholicism. She joined Saint Columbanus parish and is a member of the National Forrester Society, the parish council, and the Women's Auxiliary of the Knights of Saint Peter Claver where she has served as grand lady of Court 142 for a decade and a national supreme officer for twelve years. She is on a variety of committees within the parish and is a financial backer of the church's renovation through the Nehemiah Campaign; and

WHEREAS, Since 1968, Dorothy R. Shanks has taken twenty-three cruises, having visited Europe, Africa, the Carribean, South America, the Virgin Islands, Mexico and Canada. As an avid traveler, she has been to forty-five of the fifty United States; and

WHEREAS, Throughout her years of active service to her community, Dorothy R. Shanks has received many honors, among them being the Toltan Award, the Sister Theo Bowman Award, the Adele Staderker Award, the Inter Council K.P.C. Award, the Ladies of Grace Award and many other recognitions too numerous to mention; and

WHEREAS, The Honorable Freddrenna M. Lyle, Alderman of the 6th Ward, has brought the special occasion of Dorothy R. Shanks' eightieth birthday to the attention of this august body; now, therefore,

Be It Resolved That we, the Mayor and members of the City of Chicago City, gathered here together this first day of September, 2004 A.D., do hereby declare Friday, July 23, 2004 to be Dorothy R. Shanks Day in Chicago, extend our heartiest congratulations on her eight decades of active and productive life and wish her continued health and happiness for years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dorothy R. Shanks.

**CONGRATULATIONS EXTENDED TO GEROME AND VINONA
SUMMERS ON THIRTY-SEVENTH WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Gerome Summers, Chicagoans much loved and respected by their friends and neighbors, are celebrating thirty-seven years of wedded bliss this year; and

WHEREAS, Mr. and Mrs. Gerome Summers, Sr. were joined in Holy Matrimony July 29, 1967. They have passed thirty-seven years of married life in loving and consistent devotion to one another, thus proving that the precious love they share is a priceless gift beyond compare; and

WHEREAS, Gerome and Vinona Summers were blessed with a son, Gerome Jr., and are the proud grandparents of two boys, Jalen and Jamal; and

WHEREAS, Their love for each other and their deep regard for others has been exhibited throughout their long and fruitful marriage; and

WHEREAS, July 29, 2004 they will celebrate this great occasion with family and friends -- a total of one hundred seven people will be leaving Chicago to go to Disney World in Orlando, Florida for four days to enjoy "Mickey". The celebration will continue for the next four days as the group travels on the Disney Wonder Cruise Ship to Nassau and Castaway Cay Private Island; and

WHEREAS, Gerome and Vinona Summers are richly deserving of the fond and warm wishes of all who know them as they mark this marital milestone of their wedding anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby extend our heartiest congratulations to Gerome and Vinona Summers upon the thirty-seventh anniversary of their marriage and join with their family and friends in wishing them many, many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gerome and Vinona Summers.

*CONGRATULATIONS EXTENDED TO MRS. VERA
WRIGHT ON ONE HUNDREDTH BIRTHDAY.*

WHEREAS, On Saturday, August 7, 2004, her loving family and many friends are traveling from all over the United States to pay tribute to Mrs. Vera Wright on the occasion of her one hundredth birthday; and

WHEREAS, Born August 8, 2004, Vera Wright was one of eleven siblings, all of whom she has now outlived. She grew up in the South and married David Wright during the 1920s, and their blessed union lasted until his death in 1940 and produced nine children; and

WHEREAS, Vera Wright then moved to Chicago in search of opportunity. She became a member of the Garment Workers' Union, and was successfully employed at Charles Hyman Sportswear. Slowly and in small numbers she was able to bring each of her nine children to Chicago, and she settled in the West Chesterfield community, where she has now lived for over fifty years. This great, enterprising lady retired from the garment industry in 1968 and then taught sewing and crochet classes through the Adult Education Department of Olive Harvey College; and

WHEREAS, A deeply religious person, Vera Wright has belonged to the Colored Methodist Episcopal (C.M.E.) Church since childhood. In the early 1990s she was honored as a longtime member of her hometown C.M.E. Church in Lexington, Mississippi and is now a member of Carter Temple C.M.E. Church in Chicago; and

WHEREAS, Symbolic of the strength and solidity of family life, Vera Wright -- "Ma", to her family -- is matriarch of a large and loving group scattered throughout the country. They will unite here for a great celebration. Four of her children -- Leonteen, Leonard, Eugene and Adrine -- have gone to their eternal reward, but Vera Wright is blessed with five remaining children -- Cleveland, James, David, Lynette and Doris; plus twenty-five grandchildren, twenty-seven great-grandchildren; twenty-seven great-great grandchildren; twenty-seven great-great grandchildren; a host of other relatives and a multitude of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby join in the tribute to Mrs. Vera Wright in celebration of her one hundredth birthday and we extend to this much-loved citizen our most fervent best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Vera Wright.

Presented By

ALDERMAN BEAVERS (7th Ward):

**DECLARATION OF SEPTEMBER 24 THROUGH SEPTEMBER 26,
2004 AS "1954 ENGLEWOOD HIGH SCHOOL
ASSOCIATION REUNION DAYS" IN CHICAGO.**

WHEREAS, The 1954 Englewood High School Association is hosting an education reunion in Chicago from September 24 to September 26, 2004; and

WHEREAS, The 1954 Englewood High School Association was formed in 1954 and has hosted reunions every five years thereafter in this city and various other sites. Some of the outstanding Englewood High School graduates from the Class of 1954 are expected to come from all over the United States to participate in this year's reunion; and

WHEREAS, Many of the members of this great alumni association have given their time, energies and their intelligence to assure the success of this meaningful event; and

WHEREAS, The leaders of this great city are mindful of the excellent work of the 1954 Englewood High School Association; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered together this first day of September, 2004 A.D., do hereby wish to call public attention to the 1954 Englewood High School Association Reunion and declare that the period of September 24 through September 26, 2004 be known as "1954 Englewood High School Association Reunion Days" throughout Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the 1954 Englewood High School Association.

Presented By

ALDERMAN STROGER (8th Ward):

REMEMBRANCE OF LATE MR. ANDREW MARTIN, JR.

WHEREAS, God in His infinite wisdom has called Andrew J. Martin, Jr. to his

eternal reward and, on September 21, 2002, granted him a lasting peace; and

WHEREAS, The Honorable Todd H. Stroger has informed this august body of the approaching second anniversary of his passing; and

WHEREAS, Andrew J. Martin, Jr. was born to the union of Carolyn and Andrew J. Martin, Sr. in our great City of Chicago on April 1, 1968, was raised on the south side and was a devoted part of the congregation of the First Church of Deliverance where he served as a member of the Altar Sodality Group. He attended the Chicago Public Schools of Overton Elementary and Dr. Martin Luther King, Jr. High School where he excelled, winning fourteen awards and honors including the top prize of his school's Science Fair; and

WHEREAS, After graduating, Andrew J. Martin, Jr. dedicated more than a decade to the military. He was attached to three different services: the United States Navy, the Illinois National Guard and the United States Marine Corps where he achieved the rank of lance corporal, seeing action in three wars; and

WHEREAS, Besides his parents, Andrew J. Martin, Jr. leaves behind to cherish his memory two sons, Fernando K. Rouse and Andrew J. Martin III; a brother, Tion; seven aunts; six uncles; and a host of other relatives and friends both in and outside of the military services; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered together this first day of September, 2004, do hereby salute the life of Andrew J. Martin, Jr. and express our deepest sympathy to his family and friends at his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the parents of Andrew J. Martin, Jr.

TRIBUTE TO LATE MR. FREDRICK J. NELSON, JR.

WHEREAS, In His infinite wisdom, God has granted eternal rest to Fredrick J. Nelson, Jr. on July 20, 2004 after a long illness; and

WHEREAS, Fredrick J. Nelson, Jr. started his life's journey seventy-two years ago in Lookout Mountain, Tennessee. At an early age, he became fascinated with pipe organs and, with the help of his family, learned how to play one. His father brought him to live in this city when he was thirteen years of age. Three years later, Fredrick J. Nelson, Jr. became the official organist for First Church of Deliverance on Chicago's south side and held on to the job for the next forty-four years; and

WHEREAS, With the help of the church choir, Fredrick J. Nelson, Jr. arranged a tour to promote gospel music throughout Europe. He was so well received in the Scandinavian countries that some local musicians asked him to stay and build a school, an offer he declined. Instead, he returned and enrolled at the School of Music at Roosevelt University and toured the Midwest as a classical organist; and

WHEREAS, Fredrick J. Nelson, Jr. served in the United States Army as a bayonet and physical training instructor. When an officer heard about his musical talent, he was recruited to play at chapel services for his fellow soldiers. After being honorably discharged, Fredrick J. Nelson, Jr. joined the Chicago Police Department, serving for three decades primarily in the Englewood District. He co-founded the Chicago Police Department Jazz Orchestra and served as chief musician for all the Department's promotional ceremonies. In 1968, he was promoted to district secretary to the commanders. When he retired from the Department in 1992 he moved back to the place of his birth and served as minister of music for the First Baptist Church of Lookout Mountain; and

WHEREAS, Fredrick J. Nelson, Jr. leaves to revere his memory a son, Fredrick J. Nelson III; a daughter, Lisa Nelson; a granddaughter, Paige Nelson; and his former wife, Octavia Nelson; and

WHEREAS, The Honorable Todd H. Stroger, Alderman of the 8th Ward, has brought his passing to the attention of this august body; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered together this first day of September, 2004, do hereby express our sorrow at the passing of Fredrick J. Nelson, Jr. and extend our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Fredrick J. Nelson, Jr.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MR. BRAXTON ATKINSON, JR.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Braxton Atkinson, Jr., beloved citizen, friend and public servant; and

WHEREAS, Braxton Atkinson, Jr. was a person of many talents: an outstanding athlete and musician with a keen interest in chess and in the Russian language during elementary and high school. He received an honorable discharge from the United States Army Reserve and continued his education, receiving a bachelor of science in education from Loyola University of Chicago, and a master of arts from Saint Xavier University. He was also inducted into the International Honor Society for Education; and

WHEREAS, Braxton Atkinson, Jr. worked for the Chicago Transit Authority for many years. He began as a conductor and worked his way up to a rail supervisor; and

WHEREAS, A vital member of many organizations, Braxton Atkinson, Jr. was highly active with the Phi Beta Sigma Fraternity, the Rush University program, a support group for kidney and heart transplant recipients, as well as projects dealing with the Chicago Police Department and the offices of his state representative and alderman; and

WHEREAS, Braxton Atkinson, Jr. leaves to celebrate his life three siblings, Ronald R. (Michelle), Sharon M. Martin and Darlene A. Young, and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby express our sorrow on the passing of Braxton Atkinson, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Braxton Atkinson, Jr.

TRIBUTE TO LATE MRS. LAURA VENIA GRIGSBY.

WHEREAS, On July 29, 2004, God, in His infinite wisdom took Laura Venia Grigsby to eternal peace and an everlasting life; and

WHEREAS, The Honorable Anthony Beale, Alderman of the 9th Ward, has informed this August body of her passing; and

WHEREAS, Born in Martin, Tennessee on February 4, 1923, Laura Venia Grigsby was the youngest of twelve siblings born to the union of Samuel M. and Sadie M. Taylor, all of whom preceded her in passing. She was united in marriage to Lacy B. Grigsby, Jr. on January 9, 1943. To this union were born Alice, Lacy III, Clarence and Donald. They relocated to this city in 1949; and

WHEREAS, Since Laura Venia Grigsby especially enjoyed caring for others, she followed in her mother's footsteps by getting her high school diploma, going on to college to obtain a nursing degree. She would often be studying for an exam and doing her homework at the same time as her children; and

WHEREAS, Laura Venia Grigsby leaves behind to celebrate her special life her husband of sixty-one years; all four of her children; eleven grandchildren; thirteen great-grand children; and numerous nieces, nephews, cousins, extended family and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council gathered together this first day of September, 2004, do hereby express our sincere sympathy at the passing of Laura Venia Grigsby and extend our condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Laura Venia Grigsby.

TRIBUTE TO LATE MRS. ANNETTE BUTLER ROGERS.

WHEREAS, Almighty God in His infinite wisdom called Annette Butler, beloved citizen and friend, to eternity, Tuesday, June 22, 2004; and

WHEREAS, The Honorable Anthony Beale, Alderman of the 9th Ward, has informed this august body of the passing of Annette Butler Rogers; and

WHEREAS, Born on September 23, 1941 in New Orleans, Louisiana, Annette was the loving daughter of James Butler, Sr. and Beatrice Bridges; and

WHEREAS, Annette Butler Rogers was a vital and active member of her family and community. A cherished friend and a good neighbor to all, Annette Butler Rogers had enriched the lives of the young and the old. She will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; and

WHEREAS, Annette Butler Rogers leaves to cherish her memory and celebrate her life her loving and devoted husband of twenty-five years, Shedric L. Rogers; her son, Clarence and family; daughter, Shirley Rice and family; and son, Charles Nocentelli and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby express our sorrow on the passing of Annette Butler Rogers and extend to her family and friends our deeply sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Annette Butler Rogers.

**EXPRESSION OF CONDOLENCES EXTENDED TO DUKES FAMILY AND
CONGREGATION OF ANTIOCH MISSIONARY BAPTIST CHURCH ON
TRAGIC DROWNINGS IN FORT WORTH, TEXAS.**

WHEREAS, Lauren Alyssa Dukes was born November 19, 1991 to Myron Ray and Stephanie Dukes. She lived in this city's south side where she attended Eisenhower Elementary School, had maintained good grades and was on the student council. Lauren Alyssa Dukes had given her life to God and was an active member of the Sunday school of the Antioch Missionary Baptist Church and was a member of the Antioch Golden Eagles Drill Team; and

WHEREAS, At approximately 6:40 P.M. on June 23, while on a trip with her church group and family in Fort Worth, Texas, Lauren Alyssa Dukes fell into an ornamental pool in that city's Water Gardens where huge pumps sucked her under the dark, moving waters; and

WHEREAS, Juanitrice Deadmond was a vivacious and active eleven year old girl who was also an excellent student. She played the clarinet. She loved bowling,

gymnastics and tap-dancing. She, too, was on the drill team and was a second lieutenant. Heroically, Juanitrice Deadmond did not hesitate in attempting to save her younger drill team mate from drowning but she, too, was sucked under the waters by the strong force of the pumps; and

WHEREAS, Christopher David Dukes was born on May 28, 1995. He attended Coolidge Middle School and loved playing basketball as well as video games. He, too, jumped in to save the two girls who had disappeared under the waters but was also overcome by the undercurrent created by the suction pumps; and

WHEREAS, Myron Ray Dukes was born November 12, 1964. He attended Gillespie Elementary School and Julian High School where he developed a lifelong passion for electronics and was about to have an invention of his marketed in this country and abroad. On August 15, 1992, he was united in Holy Matrimony to Stephanie Dukes who bore him a son and a daughter. He jumped into those troubled waters trying to save both of them as well as his daughter's older friend. The thirty-nine-year-old father went under the waters with the others clinging to him and was pinned against the pump's opening at the pool's bottom; and

WHEREAS, God, in His infinite wisdom called all four unto Himself; father, son, sister and friend, where they rest in eternal peace; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here together this first day of September, 2004 A.D., do hereby extend our deepest and most heartfelt sorrow for the tragedy that has befallen the families of the four who have departed and express our sincere condolences to the congregation of the Antioch Missionary Baptist Church who grieves as do us all; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Mrs. Stephanie Dukes, the family of Juanitrice Deadmond and the pastor of the Antioch Missionary Baptist Church.

Presented By

ALDERMAN POPE (10th Ward):

**CHICAGO POLICE LIEUTENANT MARK J. BANKS
HONORED FOR PUBLIC SERVICE.**

WHEREAS, Mark J. Banks has faithfully served the people of Chicago for nearly two decades as a member of the Chicago Police Department; and

WHEREAS, During his extensive career as one of Chicago's Finest, Lieutenant Banks steadily moved through the ranks holding a variety of positions where his skills and talents could be most utilized; and

WHEREAS, Mark began as a police officer in 1986, became a field training officer in 1991, achieved the rank of sergeant in August of 1994 and was promoted to the rank of lieutenant in 2001 serving as commanding officer in the department's Recruit Training Section; and

WHEREAS, As the commanding officer in the Recruit Training Section, Lieutenant Banks was responsible for the planning, scheduling and supervision of basic recruit training for both new Chicago police officers and metro police officers; and

WHEREAS, Lieutenant Banks was instrumental in the redesign of the entire recruitment curriculum, selected, trained and developed instructors, and was responsible for the personnel and administrative matters of all recruits; and

WHEREAS, In addition to a distinguished career with the Chicago Police Department, Mark has also faithfully served in our nation's military forces beginning in 1989 following his graduation from the United States Army Engineer Officer Basic Course program; and

WHEREAS, Lieutenant Mark J. Banks served as a military police captain in Kosovo in 2000, and most recently in 2003, was deployed to Operation Iraqi Freedom as a military police major assigned as a force protection coordinator in the 4th Infantry Division; and

WHEREAS, While serving both our city and nation, Mark understands the importance and value of a quality education and earned an associates degree from South Suburban College in 1984, a bachelors degree in 1994 from the University of Illinois at Chicago and a masters degree also from the University of Illinois at Chicago in 1996; and

WHEREAS, The countless number of law enforcement, military and civilian lives Mark has impacted has led to a better way of life both at home and abroad; and

WHEREAS, Lieutenant Mark J. Banks, Star Number 459, will be honored and recognized on August 4, 2004 at an event to be attended by hundreds of colleagues, friends and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our sincerest gratitude and deepest pride in the service, accomplishments and success of Lieutenant Banks; and

Be It Further Resolved, We note that the decades of dedication of Lieutenant Banks has made all of us a little safer, better human beings and the city a better place to live; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lieutenant Mark J. Banks and his family members.

**CONGRATULATIONS EXTENDED TO MEXICAN PATRIOTIC
CLUB ON SIXTY-FIFTH ANNIVERSARY.**

WHEREAS, The Mexican Patriotic Club celebrates its sixty-fifth year of service to the residents of Mexican descent who live on this city's southeast side; and

WHEREAS, The Mexican Patriotic Club emanated from this city's oldest Mexican organization starting in 1939 through the efforts of the directors of Hull House. Originally created as the Mexican Patriotic Committee, the founders envisioned a committee in every community throughout Chicago; and

WHEREAS, The priests at Our Lady of Guadeloupe parish gave permission to use the church's hall as a meeting place for the newly formed club. Father Montoya and Father Saenz of that parish were chosen to be the club's first president and treasurer; and

WHEREAS, After the two priests were transferred to other parishes outside Chicago, the club, originally formed for social purposes, lacked specific direction. However, in 1948 the club was revived with energetic new officers. In November, 1974, the Mexican Patriotic Club obtained a social center on South Commercial Avenue; and

WHEREAS, The Mexican Patriotic Club sponsors the "Fiestas Patrias" that includes a coronation dinner to crown the Queen and her Court who reign over the Mexican Independence Day Parade that has taken place annually along South Commercial Avenue for the past sixty-five years; and

WHEREAS, The Mexican Patriotic Club today is much more than a social club. It conducts voter registration drives, sponsors hat and coat give-aways for the neighborhood school children, has donated computers to the Ada S. McKinley Neighborhood House, sponsors a variety of worthy athletic, civic and community causes and programs including their Laura Cruz Scholarship Fund for deserving high school seniors in their service area; and

WHEREAS, The Honorable John A. Pope, Alderman of the 10th Ward, has brought this occasion of the Mexican Patriotic Club's sixty-fifth anniversary to the attention of this august body; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of September, 2004, do hereby salute the Mexican Patriotic Club for their exemplary and outstanding service to the Mexican community of the southeast side of this city and congratulate them on this milestone observance; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Carmela Vargas, President of the Mexican Patriotic Club.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

**CONGRATULATIONS EXTENDED TO MS. MARGIE EDWARDS
ON RETIREMENT FROM CAREER IN TEACHING.**

WHEREAS, Margie Edwards has decided to retire from an illustrious and successful teaching career of thirty-four years, all of which were spent at the John C. Burroughs Elementary School; and

WHEREAS, Margie Edwards has served as assistant principal of the Burroughs school from 1989 until her retirement in August, 2004; and

WHEREAS, Teachers are an especially dedicated professionals whose positive impact on young minds and hearts lasts a lifetime; and

WHEREAS, Margie Edwards represents the finest qualities of a great teacher, touching and teaching students from the second through eighth grades at different points in her career; and

WHEREAS, Margie Edwards has been recognized for her extraordinary efforts by many prestigious organizations including the Kiwana's "Outstanding Teacher of the Year" award in 1991 and 2001; Ms. Edwards organized and supervised the "Parents As Teachers First" program, served as the Mathematics resource teacher for the Chicago Board of Education's Project MAC and served as the lead curriculum teacher; and

WHEREAS, Margie Edwards felt as strongly about her own continuing education and earned her first master's degree in urban teacher education from Governor State University and her second master's degree in administration and supervision from Roosevelt University; Ms. Edwards earned seventy-two hours of development of principal leadership from the Chicago Principal's Association and an additional seventy-four hours in professional development training as well as fifty-four hours of literacy training; and

WHEREAS, Margie Edwards has contributed to the betterment of our society by taking on the most difficult challenge there is -- teaching students to become productive members of the community. She has succeeded and has more than earned the privilege of retiring to spend her days doing the enjoyable things that will fulfill her life; now, therefore,

Be It Resolved, that we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby congratulate Ms. Margie Edwards on the occasion of her retirement and extend our best wishes for continued success and pleasure in whatever endeavors she chooses to pursue; and

Be It Further Resolved, that a suitable copy of this resolution be prepared and presented to Ms. Margie Edwards.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MRS. SADIE ALBANO.

WHEREAS, God in His infinite wisdom has called Sadie Albano to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Phillip; loving mother of Theresa (the late Dominick "Mickey") Morano, Ann (Andrew) Patellaro and Thomas (Linda); dearest grandmother of Lou, Ann, Andrew (Nadene) and Sammy Patellaro, Phil (Sheila) Albano, Sue (Chad) Aggen and Mike (Dana) Albano; devoted great-grandmother of

ten; dear sister of the late Frank (Jane) Caruso of Hobart, Indiana; and former member of Saint Mary Star of the Sea parish, Sadie Albano leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Sadie Albano and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sadie Albano.

TRIBUTE TO LATE MR. JOSEPH J. BARBARO.

WHEREAS, God in His infinite wisdom has called Joseph J. Barbaro to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Martha; loving father of Frank (Ruth), Diane (James) Lacki and the late William (Catherine); proud grandfather of Donna (Tom), Anita, Carrie (Kevin), Suzie (Troy), Joseph A., Joseph J. Debbie (Tim) and Michelle; great-grandmother of Nicholas, Alyssa, Anthony and Martha Ann; dear brother of Rose (late James) Johnston, Sam (Nancy) and the late Ann (late Charles) Alletto, Frances (late William) Studtman, The Honorable Frank (Rose Marie) and Anthony; and fond uncle of many nieces and nephews, Joseph J. Barbaro leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, hereby express our sorrow on the death of Joseph J. Barbaro and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph J. Barbaro.

TRIBUTE TO LATE MR. MICHAEL J. BONOMO.

WHEREAS, God in His infinite wisdom has called Michael J. Bonomo to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Liberty; loving father of Joseph, Liberty and Michael; cherished grandfather of Joseph, Jr., Liza, Melina and Michael, Jr.; dearest great-grandfather of Jacinda and Mariano; beloved brother of Mary Polizzi, Mamie (Marty) Cervantes, the late Santa (Sam) Provenza and the late Josephine Rodriguez; also survived by sisters-in-law, many nieces, nephews and friends, Michael J. Bonomo leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, hereby express our sorrow on the death of Michael J. Bonomo and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael J. Bonomo.

TRIBUTE TO LATE MRS. MARGARET M. BURNS.

WHEREAS, God in His infinite wisdom has called Margaret M. Burns to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of fifty-six years to the late "Great" Edward; loving mommy of Kathleen (Henry) Bender, Susan Burns and William (Diane) Burns; cherished grandma of Michael, Kevin, Stephen, Jason, Amy, Kimberly, Kathleen, Kerri and Amanda; devoted great-grandma of Kayla, Abbigail, Brianna, Meghan, Dilynn, Dean, Kylie, Matthew and Samantha; and fond sister, aunt and friend to many, Margaret M. Burns leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Margaret M. Burns and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margaret M. Burns.

TRIBUTE TO LATE MRS. ARNA CAMMON.

WHEREAS, God in His infinite wisdom has called Arna Cammon to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late John; loving mother of Lorna (Dale) Barker, Linda (Bill) Owens and John Cammon; cherished grandmother of William (Laura) and Wayne (Donna) Owens, J.J. (Heather) Cammon and the late Wendy Cammon; great-grandmother of Kyle, Zachary, Morgan, Judith, Johnny, Alex and Mariah; dear sister of Sverre (Gunda), Harald (Anna) Moy and the late Esther (Sidurd) Hauge; fond sister-in-law to Rose and the late Bill Presley; aunt to many and a friend to all, especially her special-special friends at Wal-Mart, Arna Cammon leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Arna Cammon and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Arna Cammon.

TRIBUTE TO LATE MR. ALPHONSE J. CYGANOWSKI.

WHEREAS, God in His infinite wisdom has called Alphonse J. Cyganowski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The loving husband of Viola; dearest father of Elaine (Donald) Berki, Joseph (Marcia) and Marie (Joseph) Dysko; cherished papa of nine; Knights of Columbus fourth degree member, usher at Saint Hubert Church in Hoffman Estates, member of Holy Name Society and long-time former usher at Saint Turibius Church; and retired employee of thirty-five years from William Wrigley, Jr. Company, Alphonse J. Cyganowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, hereby express our sorrow on the death of Alphonse J. Cyganowski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Alphonse J. Cyganowski.

TRIBUTE TO LATE MRS. CATHERINE A. DE CHATELET.

WHEREAS, God in His infinite wisdom has called Catherine A. De Chatelet to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Henry A. Boyd and Raymond E. De Chatelet; loving companion of William D. Baldwin; devoted mother of Patricia (Carl) Kachold, Susan Powell (fiancé Alan Johnson), Denise (Greg) Lundstrom, Joan (William) Schmit and Patrice (Lance) Wilson; proud grandmother of twelve; and dearest great-grandmother of five, Catherine A. De Chatelet leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Catherine A. De Chatelet and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Catherine A. De Chatelet.

TRIBUTE TO LATE MR. VLADIMIR J. DUDAK.

WHEREAS, God in His infinite wisdom has called Vladimir J. Dudak to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Stella; loving father of Thomas (Sarah), Joseph (Teresa) and Michael, Sr. (Sandra); cherished grandfather of Natalie, Nicole, Joey, Melissa and Michael, Jr.; great-grandfather of Korinna; member of Disabled American Veterans Chapter Number 43, Hamfester Radio Club Number W9KAT; and retired employee of Crain Company and United States Navel Department of Forest Park, Vladimir J. Dudak leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Vladimir J. Dudak and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Vladimir J. Dudak.

TRIBUTE TO LATE MRS. GERTRUDE E. ESCHERICH.

WHEREAS, God in His infinite wisdom has called Gertrude E. Escherich to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Allan; devoted mother of Catherine (Kenneth) Schultz, Patricia (James) Compareeto, Evelyn (Brian) Dibbern, Alison Escherich and the late Peg Rudd; proud grandmother of Ed, Mike, Jim, Pat, Michelle, Barbara, Brian, Jim, Jackie, Ashley, Joy and Julie; great-grandmother of Jimmy, Cody, Nicko, Eric, Brenna, Jianna, Anthony, Bobby and Harmonie; loving sister of Norma Daniels and Charles Conway; also survived by many loving nieces and nephews, Gertrude E. Escherich leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Gertrude E. Escherich and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Gertrude E. Escherich.

TRIBUTE TO LATE MR. KURT R. FASANO.

WHEREAS, God in His infinite wisdom has called Kurt R. Fasano to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved father of Caitlin and Jonathan; loving son of James and Ruthanne; dear brother of Denise; a cherished friend of Robert Evans; fond nephew and cousin of many; and veteran of the United States Air Force, Kurt R. Fasano leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Kurt R. Fasano and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kurt R. Fasano.

TRIBUTE TO LATE MR. DONALD J. FEELEY.

WHEREAS, God in His infinite wisdom has called Donald J. Feeley to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Regina; loving father of Madonna (Keith) Thomas, Daniel (Gloria), Jeanne (Todd) Buchheit, Marianne (Ronald) Wallner, Maureen (Thomas) Balto, Shawn (MeLisa), Malachy (Deborah) and the late baby Brendan; twenty-two dearest grandchildren and two great-grandchildren; dear brother of the late Lorraine (late Thomas) Murray, the late Dorothy (late James) Hart and the late Mary Helen (Maurice) Spallina; dear brother-in-law of Rita Mary Quaid and the late Joseph (Helen) Quaid; fond uncle of many nieces and nephews; member of F.D.S.A., I.F.D.A. American Legion Post Number 735, VFW Post Number 6863, Knights of Columbus Fourth Degree Padre Pio Council Number 12926, Holy Family Assembly Number 2255; member of Saint Symphorosa Saint Vincent DePaul Society; past president of Tilden Tech Alumni Association; past president and vice-president of United Business Association of Midway; original chairman of Midway Airport Noise Abatement, C.A.P.S. 8th District; member of Chicagoland Chamber Commerce; charter member of Chicago Fire Museum of Greater Chicago; and proud former member of Engine Company 84, C.F.D., Donald J. Feeley leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Donald J. Feeley and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald J. Feeley.

TRIBUTE TO LATE MR. THEODORE "SONNY" FIFER.

WHEREAS, God in His infinite wisdom has called Theodore "Sonny" Fifer to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Betty Parazaid Kosiba and the late Vivian; loving father of Annmarie (Joseph) Malfeo; dear brother of Anna (Patrick) DeLacy, Dorothy (late Robert) Johannes and Mary (late Robert) Dorsey; fond uncle of many nieces and nephews; and retired from United State Postal Service, Theodore "Sonny" Fifer leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Theodore "Sonny" Fifer and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Theodore "Sonny" Fifer.

TRIBUTE TO LATE MRS. SHARON M. GOEBIG.

WHEREAS, God in His infinite wisdom has called Sharon M. Goebig to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Edward F.; loving mother of William James, Patrick Michael, Marilyn Sharon and the late Edward Francis, Jr.; beloved sister, daughter-in-law and aunt to many nieces and nephews, Sharon M. Goebig leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Sharon M. Goebig and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sharon M. Goebig.

TRIBUTE TO LATE MR. STEVE J. GWIAZDZINSKI.

WHEREAS, God in His infinite wisdom has called Steve J. Gwiazdzinski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Dorothy; loving father of Leonard (Kathy), Raymond S., John and the late Baby Raymond J.; dearest grandfather of Ashley and the late Haley; fond brother of the late Anthony (the late Mary); also survived by many loving nieces, nephews, great-nieces and nephews, cousins and friends; and member of the Polish Union, V.F.W. Post Number 8821 and the Bakery Confectionery Union Local Number 1, Steve J. Gwiazdzinski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Steve J. Gwiazdzinski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Steve J. Gwiazdzinski.

TRIBUTE TO LATE MR. THOMAS J. HENRY.

WHEREAS, God in His infinite wisdom has called Thomas J. Henry to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Mary; loving father of Daniel and Bridget; cherished son of Dody (late Thomas); fond brother of Linda (Bill) O'Brien, Jack (Eileen), Joseph (Helen), Ellen (Marty) Burke, Mary and the late Cathy (Bill) Cordes; dear uncle and great-uncle of many nieces and nephews; a friend to many; Veteran of the Vietnam War, United States Air Force; a Chicago Police Officer (008) with thirty-two years of service; and a member of Flags S.A.C. and F.O.P., Thomas J. Henry leaves a legacy of faith, dignity, compassion and love; now therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Thomas J. Henry and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. Henry.

TRIBUTE TO LATE MR. ROBERT "BARNEY" HOGAN.

WHEREAS, God in His infinite wisdom has called Robert "Barney" Hogan to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Catherine "Kay"; loving father of Robert, Jr. (Danielle), Terry, Mary (Robert) Tofiliski, Rose Ann (Donald) Smith and William (Peggy); dear grandfather of Michael (Sheila), Cathleen, Christine, Natalie, Courtney, Megan, Nicholas, Brendan and Colleen; fond brother of Mary (the late Tom) Ryan, Matthew "Thomas", the late John (Ray), Delores (James) Benda, Lorraine (Ernest) Pershall, Father Frances X. "Bill" and Dennis (Audrey); cherished uncle of many nieces and nephews; a special thanks to Paquito "Bo", caregiver to Barney; World War II Marine Veteran; and retired Chicago Police Department lieutenant for thirty-four years, Robert "Barney", Hogan leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Robert "Barney" Hogan and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert "Barney" Hogan.

TRIBUTE TO LATE MR. RICHARD "DICK" JONES.

WHEREAS, God in His infinite wisdom has called Richard "Dick" Jones to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Mary; loving father of Mary Ann (David) Riske, Ellen (Patrick) McGann, John (Gintare), Robert, Donald (fiancée Melissa) Joyce (Joseph) Franzese and Jeannine Mary Jones; cherished grandfather of Jeannine and Christopher Riske, Mary Ellen McGann and Francesco and Tomas Franzese; dear brother of Benjamin (the late Jane), William (the late Carol), the late Herbert (Delores), the late Andre (Beverly), the late Gerard (the late Lorraine), the late Margaret (the late Jack) Tillman, the late Edward (the late Audrey) and the late James (Pat); and dearest brother-in-law to the Galvin Family, Richard "Dick" Jones leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Richard "Dick" Jones and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard "Dick" Jones.

TRIBUTE TO LATE MS. HELENA KAPUSCIARZ.

WHEREAS, God in His infinite wisdom has called Helena Kapusciarz to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved mother of Ted (Sophia) Bobak, Mary (Andrew) Kula, Joseph (Christine) Bobak, Bernice (Joseph) Szaflarski, Casimir (Jeanette) Bobak, Wally (Janina) Kapusciarz and the late Thomas Kapusciarz; dear grandmother of Ed (Donna), Monica, Peter and Paul Bobak, Christopher, Mark and Michelle Kula, Lizz and Krisy Bobak, Renee and Meghan Szaflarski, Alicia, Ashley and Tommy Bobak,

David, Nichole and Joey Kapusciarz; fond sister of Sophie (late Stanley) Jaronczyk; also many nieces and nephews, Helena Kapusciarz leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Helena Kapusciarz and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helena Kapusciarz.

TRIBUTE TO LATE MRS. MARIE KULOVITZ.

WHEREAS, God in His infinite wisdom has called Marie Kulovitz to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Frank; loving mother of Bernadetta Zawadzki; cherished grandmother of Carol (Larry) Levin and David Zawadzki; fond sister-in-law of Hattie (the late Steve) Wukovitz, Edith (the late Frank) Bies, Lillian (the late Edward) Murphy, the late John (the late Patricia), Leo (the late Marge) and Robert (the late Theresa); also many loving nieces and nephews, Marie Kulovitz leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Marie Kulovitz and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marie Kulovitz.

TRIBUTE TO LATE MRS. MARY LUCZAK.

WHEREAS, God in His infinite wisdom has called Mary Luczak to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Casimir; loving sister of John (late Ann) Herkel, Helen (late Clarence) Murray and the late Michael (Emilie) Herkel; dear sister-in-law of Irene Marszalek; also loved by her many nieces and nephews; and member of Saint Turibius Jolly and Seniors and Saint Ann Society, Mary Luczak leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Mary Luczak and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Luczak.

TRIBUTE TO LATE MRS. ROSE M. MANCARI.

WHEREAS, God in His infinite wisdom has called Rose M. Mancari to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Lawrence J.; loving mother of Rosemary Browne and Joan (Warren) Bockhol; dear grandmother of seven; adored great-grand mother of twelve; fond sister of Michael, Fred, James and the late John Scoglietti, Rose M. Mancari leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Rose M. Mancari and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rose M. Mancari.

TRIBUTE TO LATE MS. STELLA MARZEC.

WHEREAS, God in His infinite wisdom has called Stella Marzec to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The devoted wife of Walter; beloved and cherished mother of Wally (Pam), Patricia (Jerry) Lech, David (Sharon) and Marilyn (Ben) Grattan; special friend of Pamela Marzec Hertz and mother-in-law of Kenneth Bachman; best grandma in the world of Anne (Pete) Dineen, Jeanette (Mike) Watts, Dan (Margie) Marzec, John Marzec, Jeremy Lech, Katie (Vince) Perrone, Matt Marzec, David Marzec, Blair Bachman, Michelle Marzec, Brad Bachman, Sheila Marzec and Tim Marzec; loving great-grandmother of Brandon, Ryan and Kelly Dineen and Benjamin and Taylor Marzec; loving and respected aunt of many nieces and nephews. No one who ever met Stella didn't love Stella. A baseball player in her youth, she loved the game all her life. The stands at many baseball diamonds will miss her dedication to the game and her presence when they shout "play ball". Volleyball and basketball courts were her homes away from home as well. She was her children's and grandchildren's favorite and most devoted fan. Stella gave of her time for over fifty years to her parish, Saint Mary Star of the Sea, of which she was a founding member. She was "lunch mother" to hundreds of children over the years until this past school term. She will be deeply missed by many and leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this first day of September, 2004, do hereby express our sorrow on the death of Stella Marzec and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stella Marzec.

TRIBUTE TO LATE MRS. LUCILLE "LUCY" MATAYA.

WHEREAS, God in His infinite wisdom has called Lucille "Lucy" Mataya to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Joseph; loving sister of Joseph "Joey" and the late Paul and Andrea "Babe"; fond siser-in-law of Gloria Gusic; dearest aunt of Joan Gusic and Joseph Gusic; dear godmother and aunt of Margaret Ann Kostka; also survived by other nieces and nephews. Lucy was an active senior, full of energy, who was generous and helpful to everyone, especially her dear friends at the Southwest Senior Center and leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Lucille "Lucy" Mataya and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lucille "Lucy" Mataya.

TRIBUTE TO LATE MR. EUGENE E. MC KEOWN, SR.

WHEREAS, God in His infinite wisdom has called Eugene F. McKeown, Sr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Ruth; loving father of Eugene, Jr. and step-father of Marion Harris, the late Donald (Joan) Trentz, Margaret (the late Richard) Zawacki, the late Carol (the late Thomas) Bentley, Nancy (Robert) Stoffle, Irene (Thomas) Cichy and John (Deanna) Trentz and brother of the late John (Ruth), Lorraine, (the late Clara), Audrey (Sam), Patsy, (the late Shirley) and (the late Leeann), Eugene E. McKeown, Sr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this first day of September, 2004, hereby express our sorrow on the death of Eugene E. McKeown, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy be presented to the family of Eugene E. McKeown, Sr.

TRIBUTE TO LATE MR. RUDOLPH J. MENSONE, SR.

WHEREAS, God in His infinite wisdom has called Rudolph J. Mensone, Sr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Jean; devoted father of Rudolph, Jr. (Kathleen), Gina (Paul) Reis and David (Helen); proud grandfather of Emily, Sarah, Vicki, Antoinette and Veronica; adored great-grandfather of Kelly and Evan; dear brother of the late Louie (Josephine) Romani; and loving uncle of Barbara Romani, Rosemary (Keith), George and Ann Christenson, Rudolph J. Mensone, Sr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Rudolph J. Mensone, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rudolph J. Mensone, Sr.

TRIBUTE TO LATE MS. CONSTANCE H. MONTOYA.

WHEREAS, God in His infinite wisdom has called Constance H. Montoya to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The devoted daughter of the late John and the late Rose; loving mother of Theodore Laszczewski; proud grandmother of Theodore and Sara Laszczewski; dear sister of Marlene Sands, Roxanne (Michael) Caccitolo; and fond aunt of many nieces and nephews, Constance H. Montoya leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Constance H. Montoya and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Constance H. Montoya.

TRIBUTE TO LATE MRS. MARGARET M. SKORA.

WHEREAS, God in His infinite wisdom has called Margaret M. Skora to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The loving mother of JoAnne Minuti, Marlene Twardosz and Jackie Paulmeire; cherished grandmother of seven children; cherished great-grandmother of nine children; beloved wife of the late Joseph, she brought great joy to all and will be greatly missed. Margaret M. Skora leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Margaret M. Skora and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margaret M. Skora.

TRIBUTE TO LATE MR. FRANK J. SWIATKOWSKI.

WHEREAS, God in His infinite wisdom has called Frank J. Swiatkowski to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Clara; loving father of David, Sr. (Diane) and Thomas; dearest grandfather of David, Jr. (Diana) and Donald; fond brother of the late Caroline Macuga, Mary McCarthy and Leonard Swiatkowski; devoted brother-in-law of Roman Dombrowski; also nieces and nephews; and member of Quigley Council K. of C., Saint Turibius H.N.S. and Jolly Seniors, Frank J. Swiatkowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Frank J. Swiatkowski and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank J. Swiatkowski.

TRIBUTE TO LATE MR. BERNARD "BERNIE" TOTOS.

WHEREAS, God in His infinite wisdom has called Bernard "Bernie" Totos to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Theresa "Terry"; beloved father of Regina (George) Traub, Bart (Fiancé Tanja), Mark (Deborah), and the late Michael, dearest papa of Richard, Timothy, Joseph, Jacob, Angela, Tracy and John; fond great-grandpa of Jesse, Devon, Branden, Samantha and Ryan; brother of Florian (the late Ann), Elizabeth Dixon, the late Mary (the late Francis) Jacquest, Frank (the late Cecelia), Walter (Helen), Anthony (Gloria), Irene (the late Arthur) Korsak and Andrew (the late Wanda); brother-in-law of Mary (the late Bill) Lynch and Lillian (Daniel) Wrobel; uncle and great-uncle of many nieces and nephews, Bernard "Bernie" Totos leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Bernard "Bernie" Totos and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard "Bernie" Totos.

TRIBUTE TO LATE MR. RICHARD F. VEJVODA.

WHEREAS, God in His infinite wisdom has called Richard F. Vejvoda to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Virginia M.; loving father of Judith (James) Singer and the late Virginia C.; dearest grandfather of James Singer and Kimberly (Adrian) Smith; and member of Saint Turibius Holy Name Society, Richard F. Vejvoda leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Richard F. Vejvoda and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard F. Vejvoda.

TRIBUTE TO LATE MRS. WANDA VENCHUK.

WHEREAS, God in His infinite wisdom has called Wanda Venchuk to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of George; loving mother of Patricia Roatch and George (Elizabeth); dear grandmother of Keith, Blaine and Nicholas Roatch and Alicia Venchuk; fond sister of the late Helen (Ted) Szal; also survived by sisters-in-law, brothers-in-law and many nieces and nephews, Wanda Venchuk leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Wanda Venchuk and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Wanda Venchuk.

TRIBUTE TO LATE MRS. DOROTHY L. ZALUD.

WHEREAS, God in His infinite wisdom has called Dorothy L. Zalud to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Robert E.; loving mother of Donna (the late Robert) Houha, Katherine (Larry) Roberts, Robert W. Thomas (Adrienne), Nancy (Dennis) Dunleavy and Terry (Joni); proud grandmother of Lisa, Lora, Ann, Larry, Karl, Brian, Robert, Michael, Jason, Nicholas, Zachary, Sarah, Jennifer, Alison, Brian, Haley, Becky, Gina, Amy and Terry; great-grandmother of Bobby, Ryan, Kaitlyn, Samantha, Madison, Caroline, Kelsey, Christopher, Katie, Shelby, Bobby, Rachel, Mike and Lauren; loving niece of the late Ella and Page Drish; and beloved cousin of the late Bill and Jack (the late Margaret) Drish, Dorothy L. Zalud leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Dorothy L. Zalud and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dorothy L. Zalud.

*CONGRATULATIONS EXTENDED TO DOLORES AND ROBERT
LA FRANCIS ON FIFTIETH WEDDING ANNIVERSARY.*

WHEREAS, Dolores and Robert LaFrancis will be celebrating their fiftieth wedding anniversary on April 16, 2005; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May Dolores and Robert's strong example of love and devotion to each other and their family serve as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby congratulate Dolores and Robert LaFrancis on this special time of their lives together, and we also wish them and their family many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dolores and Robert LaFrancis.

*CONGRATULATIONS EXTENDED TO MICHAEL AND MARY THERESE
MURPHY ON THIRTIETH WEDDING ANNIVERSARY.*

WHEREAS, Michael and Mary Therese Murphy will be celebrating their thirtieth wedding anniversary; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May Michael and Mary Therese's strong example of love and devotion to each other and their family serve as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby congratulate Michael and Mary Therese Murphy on this special time of their lives together, and we also wish them and their family many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael and Mary Therese Murphy.

*CONGRATULATIONS EXTENDED TO TRINITY BAPTIST
CHURCH ON SEVENTY-FIFTH ANNIVERSARY.*

WHEREAS, Trinity Baptist Church will be celebrating its seventy-fifth anniversary on October 10, 2004; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May Trinity's strong example of love and devotion to the community it serves be an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby congratulate Trinity Baptist Church on this special time, and we also wish them and their community many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Trinity Baptist Church.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. PAUL "RED" ADAIR.

WHEREAS, Paul "Red" Adair has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Paul "Red" Adair revolutionized the science of controlling and snuffing out oil well fires; and

WHEREAS, In 1959 Paul "Red" Adair founded the Red Adair Company, Incorporated which was credited with battling more than two thousand land and off-shore oil rig blazes; and

WHEREAS, Paul "Red" Adair and his company extinguished hundreds of wells set afire in Kuwait during the 1991 Persian Gulf War; and

WHEREAS, Following a long and highly successful career during which he earned a reputation as a renowned expert in his field, Paul "Red" Adair retired in 1994 and sold his company; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Paul "Red" Adair gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Paul "Red" Adair inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Paul "Red" Adair serve as an example to all; and

WHEREAS, Paul "Red" Adair was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Paul "Red" Adair imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Paul "Red" Adair for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul "Red" Adair.

TRIBUTE TO LATE MS. SUSAN MARY ALSOP.

WHEREAS, Susan Mary Alsop has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Susan Mary Alsop was a prominent member of Washington, D.C., society and a descendant of The Honorable John Jay, the first chief justice of the United States Supreme Court; and

WHEREAS, Susan Mary Alsop worked at *Vogue* magazine as a model and writer before moving to Paris, France with her husband, Bill Patten, who served there at the United States Embassy; and

WHEREAS, A woman of dignity, grace and charm, Susan Mary Alsop earned a reputation as a popular hostess who threw grand parties for diplomats and celebrities; and

WHEREAS, Following the death of her husband in 1960, Susan Mary Alsop married Joe Alsop and following their divorce in 1973 she became a contributing editor to *Architectural Digest* and wrote and edited books; and

WHEREAS, An individual committed to excellence who maintained a high level of integrity. Susan Mary Alsop gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Susan Mary Alsop inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Susan Mary Alsop to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Susan Mary Alsop was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Susan Mary Alsop imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Susan Mary Alsop for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Susan Mary Alsop.

TRIBUTE TO LATE MRS. MARGARET M. AUGUSTINE.

WHEREAS, Margaret M. Augustine has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A woman of dignity, grace and charm, Margaret M. Augustine was the loving wife of Lawrence Augustine, Sr.; and

WHEREAS, The eldest daughter of eight children, Margaret M. Augustine grew up in the Brighton Park community on the southwest side where she attended Shields Grade School and Kelly High School; and

WHEREAS, In spite of an excellent academic record and being double-promoted, Margaret M. Augustine dropped out of school to help care for her family; and

WHEREAS, Margaret M. Augustine married her husband during World War II and the couple settled early on in the Gage Park and McKinley Park neighborhoods where they began to raise a family; and

WHEREAS, Lawrence Augustine, Sr. worked as a foreman for the International Harvester Company at the McCormick Works Plant on Chicago's south side and the couple eventually saved enough money to purchase a home in Oak Lawn; and

WHEREAS, Above all else, Margaret M. Augustine was the beloved mother of Ronald (truck driver), Wayne (C.P.D.), Lawrence, Jr. (C.P.D.-retired) and Curt (C.F.D.); and

WHEREAS, Margaret M. Augustine gave of herself fully to her family and was the grandmother of twelve, dearest great-grandmother of seven and the fond sister of William, Howard, Richard and the late Charles, Robert and James Pugh and Lois Isenegger; and

WHEREAS, A loyal and cherished friend to many, Margaret M. Augustine inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Margaret M. Augustine serve as an example to all; and

WHEREAS, Margaret M. Augustine will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Margaret M. Augustine imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Margaret M. Augustine for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margaret M. Augustine.

TRIBUTE TO LATE MR. JOSEPH J. BARBARO.

WHEREAS, Joseph J. Barbaro has been called to eternal life by the wisdom of God at the age of ninety-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Joseph J. Barbaro was a retired high-ranking member of the Chicago Fire Department who devoted his life to the highest ideals of public service and raising a close and loving family; and

WHEREAS, Born in 1912 in San Biagio, Sicily, Joseph J. Barbaro immigrated to Chicago around 1920 and was raised in the Bridgeport community; and

WHEREAS, As a young man, Joseph J. Barbaro worked as a motorman on the Archer Avenue streetcar line; and

WHEREAS, In 1937 Joseph J. Barbaro married the former Martha LaGiglia with whom he would enjoy sixty-seven years of marriage; and

WHEREAS, In 1940 Joseph J. Barbaro joined the Chicago Fire Department where he rose through the ranks from engineer to lieutenant, then captain, then battalion chief and finally to division marshal; and

WHEREAS, Throughout his long and distinguished career, Joseph J. Barbaro exhibited great dedication and tireless devotion to duty; and

WHEREAS, Joseph J. Barbaro often worked two jobs to help ensure that his children received a quality education; and

WHEREAS, After nearly thirty-five years of service to the people of the City of Chicago, Joseph J. Barbaro retired from public service in 1975 and moved to Orland Park where he helped to develop and modernize its fire department; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Joseph J. Barbaro gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Joseph J. Barbaro inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Joseph J. Barbaro serve as an example to all; and

WHEREAS, Joseph J. Barbaro was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Martha; his two sons, Frank and the late William; his daughter, Diane Lacki; his brother, Sam; his sister, Rose Johnston; his eight grandchildren; and his four great-grandchildren, Joseph J. Barbaro imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Joseph J. Barbaro for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph J. Barbaro.

TRIBUTE TO LATE MR. JOHN F. BARLOW.

WHEREAS, John F. Barlow has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John F. Barlow was a former Roman Catholic priest and a committed activist for civil rights causes who marched during the 1960s alongside The Reverend Martin Luther King, Jr. in Selma, Alabama; and

WHEREAS, John F. Barlow served as the pastor of Saint Agatha in the Lawndale community and tirelessly worked to seek justice for the socially disenfranchised and economically underprivileged; and

WHEREAS, John F. Barlow left the priesthood in 1977 and married the former Pamela Stanis and two years later began a career as a Cook County juvenile probation officer; and

WHEREAS, In 1989 John F. Barlow was transferred to the Pre-Trial Services Division where he was responsible for ensuring that juveniles were given proper legal representation; and

WHEREAS, Following a highly successful career, John F. Barlow retired from public service in 1994; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John F. Barlow inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of John F. Barlow serve as an example to all; and

WHEREAS, John F. Barlow was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his devoted wife, Pamela, and his beloved family, John F. Barlow imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate John F. Barlow for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John F. Barlow.

TRIBUTE TO LATE MR. FRED A. BARTOLI.

WHEREAS, Fred A. Bartoli has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Fred A. Bartoli was a widely recognized Chicago restaurateur and the loving and devoted husband of Jennie "Rusty", nee Russori; and

WHEREAS, The son of Italian immigrants, Fred A. Bartoli was born to Eugene and Isola, nee Cecchi, Bartoli in downstate Morris, Illinois and learned the meaning of responsibility early in life; and

WHEREAS, During the Great Depression, Fred A. Bartoli was forced to quit school after the fifth grade to help support his family; and

WHEREAS, Fred A. Bartoli bravely served his country as a sergeant in the United States Army during World War II and survived the Japanese attack upon Pearl Harbor; and

WHEREAS, Following his honorable discharge from military service, Fred A. Bartoli returned to Chicago, drove a taxi and eventually demonstrated his entrepreneurial spirit by co-founding the Red Top Cab Company; and

WHEREAS, Fred A. Bartoli later co-founded Gino's East Pizzeria, a landmark Chicago eatery located at Superior Street and Michigan Avenue which won great acclaim over the years for its legendary deep dish pizza; and

WHEREAS, Fred A. Bartoli was also very proud of his Italian heritage and was a generous supporter of the Joint Civic Committee of Italian Americans; and

WHEREAS, Fred A. Bartoli was the much-adored father of Fred and Pam to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Fred A. Bartoli gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Fred A. Bartoli inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Fred A. Bartoli serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Fred A. Bartoli to his family members, friends and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Fred A. Bartoli was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Fred A. Bartoli imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Fred A. Bartoli for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Fred A. Bartoli.

TRIBUTE TO LATE MR. RICHARD BLOCH.

WHEREAS, Richard Bloch has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Richard Bloch was a co-founder of H&R Block, the world's largest tax return preparation company, and a philanthropist who built twenty parks across the country to honor the struggles of cancer survivors; and

WHEREAS, Richard Bloch founded H&R Block along with his brother, Henry, in 1955 after the federal government stopped providing free income tax return services to the public; and

WHEREAS, The Kansas City-based firm steadily grew over the decades to earn its place as a global giant providing services to twenty-one million clients in eleven countries; and

WHEREAS, In 1980 Richard Bloch overcame lung cancer and, as a result of this experience, created the R.A. Bloch Cancer Foundation, an organization dedicated to funding programs for cancer patients and cancer survivors; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Richard Bloch gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Richard Bloch inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and entrepreneurial spirit of Richard Bloch serve as an example to all; and

WHEREAS, Richard Bloch was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Richard Bloch imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Richard Bloch for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard Bloch.

TRIBUTE TO LATE MR. JACK E. BOLTON.

WHEREAS, Jack E. Bolton has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Wayne, Jack E. Bolton served his country as a pilot in World War II as a member of the United States Army Air Corps; and

WHEREAS, Jack E. Bolton graduated from Evanston Township High School and enlisted in the military in 1942; and

WHEREAS, Jack E. Bolton became a pilot who achieved the rank of lieutenant and flew missions over the European Theatre of Operations based out of England; and

WHEREAS, Following the war, Jack E. Bolton founded J. E. Bolton, Incorporated, a company which sold hose clamps to the aviation industry and maintained his pilot's license until the age of seventy; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Jack E. Bolton gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Jack E. Bolton inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Jack E. Bolton serve as an example to all; and

WHEREAS, Jack E. Bolton was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his three sons, David, Jack and Jonathan; his three daughters, Kim Korber, Jill Haselwood and Bythe Lauda; and his sister, Virginia Henderson, Jack E. Bolton imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Jack E. Bolton for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jack E. Bolton.

TRIBUTE TO MR. ALBERT C. BUEHLER, JR.

WHEREAS, Albert C. Buehler, Jr. has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Northbrook, Albert C. Buehler, Jr. was a widely admired member of the business community and the loving husband for fifty years of Patricia; and

WHEREAS, Albert C. Buehler, Jr. enjoyed a long and highly successful career as an executive with the Victor Comptometer Corporation and served as the chairman of the Buehler Family Foundation, a major philanthropic organization; and

WHEREAS, Under the guidance and direction of Albert C. Buehler, Jr., the Buehler Family Foundation provided grants to Children's Memorial Hospital, Northwestern Memorial Hospital, the Shedd Aquarium, the Lincoln Park Zoo and many other worthy causes and institutions; and

WHEREAS, A native of Kenilworth, Albert C. Buehler, Jr. served his country during World War II as a lieutenant junior grade in the United States Navy aboard a small patrol craft carrier in the Pacific Ocean; and

WHEREAS, Albert C. Buehler, Jr. graduated from Dartmouth College in 1945 and joined the family-owned company which was founded by his grandfather; and

WHEREAS, Albert C. Buehler, Jr. rose through the ranks to become executive vice president of the business in 1969 and then chairman after the death of his father in 1971; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Albert C. Buehler, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Albert C. Buehler, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Albert C. Buehler, Jr. serve as an example to all; and

WHEREAS, Albert C. Buehler, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Patricia; his two sons, Albert C. III and John; and his eight adoring grandchildren, Albert C. Buehler, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Albert C. Buehler, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Albert C. Buehler, Jr.

TRIBUTE TO LATE MRS. SUSAN BUFFETT.

WHEREAS, Susan Buffett has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Susan Buffett was the wife of legendary investor Warren Buffett and a generous philanthropist who supported many worthwhile causes and organizations; and

WHEREAS, Susan Buffett was a director of Berkshire Hathaway and spent much of her time in San Francisco, California; and

WHEREAS, A woman of dignity, grace and charm, Susan Buffett gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Susan Buffett inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Susan Buffett serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Susan Buffett to her family members, friends and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Susan Buffett was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Susan Buffett imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Susan Buffett for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Susan Buffett.

TRIBUTE TO LATE MR. DANIEL BUSA.

WHEREAS, Daniel Busa has gone to his eternal reward at the age of seventeen; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Norridge, Daniel Busa was the beloved son of Emiro and Jennifer, nee Achille; and

WHEREAS, Daniel Busa was the loving brother of Giuseppe and a devoted grandson and great-grandson; and

WHEREAS, Daniel Busa had completed his junior year at Ridgewood High School in the northwest suburb where he enjoyed the warmth, friendship and loyalty of many fellow students; and

WHEREAS, A spirited young man of enormous personal goodness and vitality, Daniel Busa commanded a smile that brightened up the atmosphere of anywhere he went, whether it was a hallway or a school cafeteria; and

WHEREAS, Daniel Busa excelled academically in all of his subject areas and often displayed a playful wit; and

WHEREAS, His love of life and ability to live it to the fullest endeared Daniel Busa to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Daniel Busa's struggle with brain cancer over the past two years taught many people who knew him many enduring and highly personal lessons about true determination and courage; and

WHEREAS, The memory of the intelligence, humor and many special qualities of Daniel Busa live on with great affection in our hearts and minds; and

WHEREAS, Daniel Busa will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his beloved family, Daniel Busa imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Daniel Busa for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Daniel Busa.

TRIBUTE TO LATE HONORABLE GEORGE BUSBEE.

WHEREAS, The Honorable George Busbee has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable George Busbee served with distinction as the governor of the great State of Georgia from 1975 to 1983; and

WHEREAS, During his tenure, The Honorable George Busbee attracted emerging high technology businesses to the state, a vision that helped to propel Georgia into the prosperity of the 1990s; and

WHEREAS, While he was in office, the state legislature approved a constitutional amendment that allowed The Honorable George Busbee to become the first governor to serve two consecutive terms; and

WHEREAS, The Honorable George Busbee was dedicated to improving the state's quality of education for youngsters and launched Georgia's first kindergarten program; and

WHEREAS, Born August 7, 1927, The Honorable George Busbee served in the United States Navy and graduated from the University of Georgia where he earned a law degree in 1952; and

WHEREAS, The Honorable George Busbee practiced law in Albany and was elected to a seat in the state legislature where he served as floor leader and majority leader before winning the Democratic nomination for governor in 1974; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable George Busbee inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The Honorable George Busbee will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Mary Beth, and his beloved family, The Honorable George Busbee imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate The Honorable George Busbee for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable George Busbee.

TRIBUTE TO LATE MR. JOE CAHILL.

WHEREAS, Joe Cahill has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Joe Cahill was a founder of the modern Irish Republican Army who devoted his lifetime to freeing his fellow Catholics from the yoke of British domination in Northern Ireland; and

WHEREAS, Born in Belfast in 1920, Joe Cahill was a member of the old Irish Republican Army until it failed to defend Catholic sections of Belfast from Protestant mob violence in the summer of 1969; and

WHEREAS, Joe Cahill worked in Belfast's Harland & Wolff shipyards during the 1950s and quickly rose through the ranks of the new "Provos" as the new I.R.A. was nicknamed; and

WHEREAS, Joe Cahill became the first Belfast commander for the modern provisional wing of the Irish Republican Army which was founded in December of 1969; and

WHEREAS, Joe Cahill served as a mentor to Gerry Adams, the leader of Sinn Fein, the political wing of the Irish Republican Army; and

WHEREAS, Joe Cahill gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Joe Cahill will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joe Cahill imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Joe Cahill for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joe Cahill.

TRIBUTE TO LATE MR. MICHAEL CARDILLI.

WHEREAS, Michael Cardilli has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Michael Cardilli was the loving and devoted husband for nearly fifty years of Arlene, nee Rakoncay; and

WHEREAS, Michael Cardilli was the much-adored father of Karen Henry, Lois Barry and Michael to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The son of Italian immigrants, Michael Cardilli was a former chairman of the Chicago Transit Authority whose career in public service also included a role in transit management and many years working for the Department of Streets and Sanitation; and

WHEREAS, Michael Cardilli was tapped in 1982 by Mayor Jane M. Byrne to become the city's transit chief and ably served in that post until the completion of his term in 1986 under Mayor Harold Washington; and

WHEREAS, Before his retirement, Michael Cardilli served as a transit consultant with the State of Illinois; and

WHEREAS, Michael Cardilli bravely served his country in the military as an Army tank commander during the Korean War; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Michael Cardilli gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Michael Cardilli inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Michael Cardilli serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Michael Cardilli to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Michael Cardilli was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Arlene; and his beloved family, Michael Cardilli imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Michael Cardilli for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael Cardilli.

TRIBUTE TO LATE MR. ALLAN C. CARVELL.

WHEREAS, Allan C. Carvell has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Allan C. Carvell was a widely regarded tennis teacher who coached an impressive range of highly successful players in the Chicago area; and

WHEREAS, In his off-seasons, Allan C. Carvell ran the Rainbow Arena skating rink on the north side for twenty-four years and managed three others; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Allan C. Carvell was one of the first tennis teachers in the nation to reach the United States Professional Tennis Association's top ranking of master pro; and

WHEREAS, Allan C. Carvell served as the head pro at the Lincoln Park Tennis Club from 1955 to 1973 and again from 1984 to 1985; and

WHEREAS, Allan C. Carvell also was head pro at the Saddle and Cycle Club from 1973 to 1983 and was the director of his Matinee Tennis for Seniors Program at the Midtown Tennis Club from 1989 to 1995; and

WHEREAS, Allan C. Carvell was a member of both the Midwest and St. Louis tennis halls of fame; and

WHEREAS, Allan C. Carvell gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Allan C. Carvell inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Allan C. Carvell serve as an example to all; and

WHEREAS, Allan C. Carvell was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, June, and his beloved family, Allan C. Carvell imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Allan C. Carvell for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Allan C. Carvell.

TRIBUTE TO LATE MRS. MARY CELOZZI.

WHEREAS, Mary Celozzi has been called to eternal life by the wisdom of God at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Born in Italy in 1910, Mary Celozzi was the second oldest of five children of Frank and Rosa Yacavacci; and

WHEREAS, Mary Celozzi immigrated to Chicago with her family in 1920 and was raised in the largely Italian Taylor Street neighborhood on the near west side; and

WHEREAS, Mary Celozzi married Joseph Celozzi in 1931 and the couple settled at Kedzie and Lexington where they raised a close and loving family; and

WHEREAS, Mary Celozzi became active in two parishes, Mother Cabrini on Sacramento and Lexington and Our Lady of Sorrows on Jackson and Sacramento; and

WHEREAS, During World War II, Mary Celozzi acted as an interpreter by reading letters written in English from soldiers to their mothers who spoke only Italian; and

WHEREAS, Mary Celozzi gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Mary Celozzi inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Mary Celozzi serve as an example to all; and

WHEREAS, Mary Celozzi will be dearly missed and fondly remembered by her many relatives, friends and neighbors; and

WHEREAS, To her beloved son, Nick; her eight grandchildren; and her eighteen great-grandchildren, Mary Celozzi imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Mary Celozzi for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Celozzi.

TRIBUTE TO LATE MRS. JULIA CHILD.

WHEREAS, Julia Child has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Julia Child was a culinary icon who pioneered one of the first cooking shows in America and introduced the art of French cooking to generations of Americans; and

WHEREAS, Born Julia McWilliams in 1912, Julia Child was raised in Pasadena, California and majored in history at Smith College and after graduation wrote advertising copy in New York City; and

WHEREAS, In 1943, Julia Child met Paul Child, a diplomat, and they wed in 1946 and moved to Paris, France; and

WHEREAS, Julia Child began cooking in her late thirties and became a cook book writer who went on to achieve national recognition as the "French Chef" on public television; and

WHEREAS, In 2003, Julia Child was named a recipient of the Medal of Freedom, the nation's highest civilian honor; and

WHEREAS, A woman of dignity, grace and charm, Julia Child gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Julia Child inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Julia Child serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Julia Child to her family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Julia Child was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Julia Child imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Julia Child for his grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Julia Child.

TRIBUTE TO LATE MR. JONATHAN W. COLLINS.

WHEREAS, Jonathan W. Collins has gone to his eternal reward at the age of nineteen; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Jonathan W. Collins served his country as a lance corporal in the United States Marines and lost his life while fighting in Operation Iraqi Freedom; and

WHEREAS, Jonathan W. Collins was assigned to the 2nd Battalion, 4th Marine Regiment, 1st Marine Division, I Marine Expeditionary Force based in Camp Pendleton, California; and

WHEREAS, Jonathan W. Collins enlisted in the military after graduating in 2003 from Crystal Lake South High School where he excelled in sports including soccer and swimming; and

WHEREAS, Born in Naperville, Jonathan W. Collins was the loving son of John and Angel; and

WHEREAS, The hard work, sacrifice and dedication of Jonathan W. Collins serve as an example to all; and

WHEREAS, Jonathan W. Collins was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Jonathan W. Collins imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Jonathan W. Collins for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jonathan W. Collins.

TRIBUTE TO LATE MR. JOHN CORBALLY.

WHEREAS, John Corbally has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John Corbally was the first president of the Chicago-based John D. and Catherine T. MacArthur Foundation and was credited with helping to establish the philanthropic organization's mission and identity; and

WHEREAS, John Corbally first joined the foundation as a board member in 1979 and helped to shape its future after it was established by Chicago insurance magnate John D. MacArthur and his wife, Catherine T.; and

WHEREAS, John Corbally served as the foundation's president from 1980 until 1989 and as board chairman from 1995 until 2002; and

WHEREAS, Under the leadership and guidance of John Corbally, the foundation became known for supporting projects aimed at improving the human condition and alleviating poverty; and

WHEREAS, John Corbally was also a widely esteemed member of the academic community and a former president of the University of Illinois and Syracuse University; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John Corbally gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, John Corbally inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of John Corbally serve as an example to all; and

WHEREAS, John Corbally was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, John Corbally imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate John Corbally for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Corbally.

TRIBUTE TO LATE MR. THOMAS CORCORAN.

WHEREAS, Thomas Corcoran has been called to eternal life by the wisdom of God at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Thomas Corcoran was a devoted public servant and the loving husband of Rita, nee Dolan; and

WHEREAS, Thomas Corcoran served for twelve years as the secretary of the Chicago Board of Education under six superintendents and was responsible for revolutionizing its record-keeping system; and

WHEREAS, Born in the great City of Chicago, Thomas Corcoran was raised near Montrose and Clark and graduated from Our Lady of Lourdes Grammar School, Saint George High School and DePaul University; and

WHEREAS, Thomas Corcoran married his high school sweetheart and embarked on a career as an educator and administrator; and

WHEREAS, Following a long and illustrious tenure during which he did much to improve the quality of public education in Chicago, Thomas Corcoran retired in 1993 and began a second career as a consultant; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Thomas Corcoran gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Thomas Corcoran inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Thomas Corcoran serve as an example to all; and

WHEREAS, Thomas Corcoran was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Rita, Thomas Corcoran imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Thomas Corcoran for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas Corcoran.

TRIBUTE TO LATE MR. RENALDO A. COZZI.

WHEREAS, Renaldo A. Cozzi has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Sauganash neighborhood, Renaldo A. Cozzi was a retired member of the Chicago Police Department and the loving husband of Helen, nee Burczyk; and

WHEREAS, Renaldo A. Cozzi was the devoted father of Julia and Dr. Michael to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Renaldo A. Cozzi was a retired Chicago Police Department captain and a former investigator for the Chicago City Council Committee on Finance; and

WHEREAS, Renaldo A. Cozzi was detailed for a dozen years from the police force to the Cook County State's Attorneys Office where he handled numerous high-profile investigations and was one of the bodyguards assigned to protect the lone survivor of the Richard Speck case; and

WHEREAS, Throughout his long and illustrious career, Renaldo A. Cozzi upheld the finest and most noble traditions of the law enforcement community; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Renaldo A. Cozzi gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Renaldo A. Cozzi inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, Renaldo A. Cozzi was a true gentleman and a professional of the highest order who will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his beloved family, Renaldo A. Cozzi imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Renaldo A. Cozzi for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Renaldo A. Cozzi.

TRIBUTE TO LATE MR. ROBERT J. CRUSE.

WHEREAS, Robert J. Cruse has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Robert J. Cruse was the beloved husband and best friend for fifty-five years of Dee F., nee Evans; and

WHEREAS, Robert J. Cruse was the loving father of Daniel, Thomas, Robin Handibode, Jill Panovich, Michael, Joyce and the late Jon to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of Chicago, Robert J. Cruse graduated from Leo High School and played during the early 1940s on the school's championship football team; and

WHEREAS, During World War II, Robert J. Cruse bravely served his country as a member of the United States Navy aboard the U.S.S. Calhoun, a ship that was sunk in battle by five Japanese fighter planes; and

WHEREAS, After returning home from the war, Robert J. Cruse worked briefly for a railroad company before joining the 7-UP Bottling Company where he rose to become special events manager; and

WHEREAS, In 1977 Robert J. Cruse left the 7-UP Bottling Company to join Brookfield Zoo as its director of visitor services; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Robert J. Cruse inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Robert J. Cruse serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Robert J. Cruse to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Robert J. Cruse will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his devoted wife, Dee, and his beloved family, Robert J. Cruse imparts a legacy of faithfulness, service and dignity; now therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Robert J. Cruse for his grace-filled life and do hereby express our condolence to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family or Robert J. Cruse.

TRIBUTE TO LATE MR. RICKY J. DAL COROBBO.

WHEREAS, Ricky J. Dal Corobbo has been called to eternal life by the wisdom of God at the age of fifty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Crown Point, Indiana, Ricky J. Dal Corobbo was a public official and the loving husband for eighteen years of Laurie, nee Muir; and

WHEREAS, Ricky J. Dal Corobbo was a former press aide to two Chicago mayors and most recently served as the town manager of Merrillville, Indiana; and

WHEREAS, Born in Chicago, Ricky J. Dal Corobbo served as a press aide to Mayor Jane M. Byrne and Mayor Harold Washington; and

WHEREAS, Ricky J. Dal Corobbo enjoyed more than twenty years of experience as a reporter and editor at several south suburban Illinois and Northwest Indiana newspapers, including *The Times*, *The Star* and the *Post-Tribune*; and

WHEREAS, Ricky J. Dal Corobbo was a former assistant to Crown Point, Indiana Mayor James Metros and a past director of administration for the Town of Lowell, Indiana; and

WHEREAS, Ricky J. Dal Corobbo was a valued member of the Indiana Municipal Managers Association, the Lake County Consortium of Smaller Cities and Towns and the Lake County Regional Transportation Authority; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Ricky J. Dal Corobbo gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Ricky J. Dal Corobbo inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Ricky J. Dal Corobbo serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Ricky J. Dal Corobbo to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Ricky J. Dal Corobbo will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved wife, Laurie; his three daughters, Christie, Ashley and Abbey; his parents, Peter and Vilma; and his two sisters, Kathy Biel and Laury Westbury, Ricky J. Dal Corobbo imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Ricky J. Dal Corobbo for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ricky J. Dal Corobbo.

TRIBUTE TO LATE MR. ROBERT J. DAVIE.

WHEREAS, Robert J. Davie has been called to eternal life by the wisdom of God at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the Garfield Ridge neighborhood, Robert J. Davie was a widely respected member of the law enforcement community and the loving husband for thirty-four years of Mary, nee Raczkiewicz; and

WHEREAS, Robert J. Davie volunteered for military service in the fall of 1966 during the Vietnam War and bravely served his country as a sergeant in the United States Army's 17th Air Cavalry; and

WHEREAS, Shot during an ambush at the village of Ben Muong, Robert J. Davie heroically diverted the enemy with return fire from his gun jeep long enough for three of his wounded comrades to crawl to safety and provided an opportunity for other platoons to regroup; and

WHEREAS, The recipient of a Silver Star and a Purple Heart, Robert J. Davie returned home after the war and earned an undergraduate degree from Southern Illinois University in Carbondale; and

WHEREAS, Following graduation, Robert J. Davie joined the Chicago Police Academy and embarked on a long and rewarding career as a member of the Chicago Police Department; and

WHEREAS, Robert J. Davie spent the early years of his career in the Englewood District on the far south side; and

WHEREAS, Robert J. Davie eventually became a forensic investigator with the Mobile Crime Unit for which he handled more than two thousand homicide cases and testified at over five hundred homicide trials; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Robert J. Davie gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Robert J. Davie serve as an example to all; and

WHEREAS, Robert J. Davie enjoyed a love of history and was a marvelous debater who possessed a razor-sharp wit and an acute intellect; and

WHEREAS, Robert J. Davie will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Mary, and his beloved family, Robert J. Davie imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Robert J. Davie for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert J. Davie.

TRIBUTE TO LATE DR. EUGENE L. DERLACKI.

WHEREAS, Dr. Eugene L. Derlacki has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Eugene L. Derlacki was a widely admired member of the medical community and the loving husband of the late Roberta May, nee Brooker; and

WHEREAS, Born in Chicago on March 16, 1913 to Walter and Jadwiga Derlacki, Dr. Eugene L. Derlacki lived in the Chicago area nearly all of his life; and

WHEREAS, Dr. Eugene L. Derlacki earned his Bachelor of Science degree from Northwestern University in 1936 and graduated from its Medical School in 1939; and

WHEREAS, During World War II, Dr. Eugene L. Derlacki served in the U.S. Navy from 1943 to 1946, principally in the South Pacific, and upon returning home to Chicago opened a private practice; and

WHEREAS, Throughout his long and highly successful career, Dr. Eugene L. Derlacki carved out a reputation as an innovator and pioneer as an ear, nose and throat physician and surgeon; and

WHEREAS, Dr. Eugene L. Derlacki was an educator at the Northwestern Medical School as professor of Otolaryngology and Maxillofacial Surgery and was the published author of many scientific articles; and

WHEREAS, Dr. Eugene L. Derlacki was a past president of the American Academy of Ophthalmology and Otolaryngology and became the first president of the American Academy of Otolaryngology -- Head and Neck Surgery in 1978; and

WHEREAS, Dr. Eugene L. Derlacki was elected to the Council of the American Otological Society in 1975 and served as its president from 1979 to 1980; and

WHEREAS, Dr. Eugene L. Derlacki was a co-founder of the American Hearing Research Foundation, originally established in 1956, and actively worked on its behalf throughout his medical career; and

WHEREAS, In 1964 Dr, Eugene L. Derlacki was named Illinois chairman of the Deafness Research Foundation; and

WHEREAS, Dr. Eugene L. Derlacki's final years of active practice concluded with the Northwestern Medical Faculty Foundation when he retired in 2002 at the age of eighty-nine; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Eugene L. Derlacki gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Eugene L. Derlacki inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, Dr Eugene L. Derlacki will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his two daughters, Deborah Jean Derlacki and Judith Trail; his brother, Walter; and his two grandchildren, Dr. Eugene L. Derlacki imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Dr. Eugene L. Derlacki for his grace-filled life and do hereby express out condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family and Dr. Eugene L. Derlacki.

TRIBUTE TO LATE HONORABLE CARMINE G. DE SAPIO.

WHEREAS, The Honorable Carmine G. De Sapio has been called to eternal life by the wisdom of God at the age of ninety-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Carmine G. De Sapio headed the Manhattan Democratic Party in New York City for two decades and will be remembered as Tammany Hall's last "boss of bosses"; and

WHEREAS, The Honorable Carmine G. De Sapio orchestrated the revival of Tammany Hall to political dominance after World War II; and

WHEREAS, The Honorable Carmine G. De Sapio promoted the election of Robert Wagner, Jr. as mayor in 1953 and Averell Harriman as governor in 1954; and

WHEREAS, The Honorable Carmine G. De Sapio was a widely respected power broker who ably served as Greenwich Village's district leader until 1961; and

WHEREAS, During his highly distinguished tenure as boss of Tammany Hall, The Honorable Carmine G. De Sapio pushed through a progressive agenda and endorsed the Fair Employment Practice Law, rent control and lowering the voting age to eighteen; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Carmine G. De Sapio gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Carmine G. De Sapio inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Carmine G. De Sapio serve as an example to all; and

WHEREAS, The Honorable Carmine G. De Sapio was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Carmine G. De Sapio imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate The Honorable Carmine G. De Sapio for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Carmine G. De Sapio.

TRIBUTE TO LATE HONORABLE LA VERNE A. DIXON.

WHEREAS, The Honorable LaVerne A. Dixon has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable LaVerne A. Dixon was a retired chief judge of Lake County and the loving husband for sixty-eight years of Ruth, nee Olsson; and

WHEREAS, The Honorable LaVerne A. Dixon was a longtime resident of Gurnee and then Lake Forest and was a generous supporter of a number of civic and charitable organizations; and

WHEREAS, Throughout his long and illustrious career, The Honorable LaVerne A. Dixon served in a number of important roles including that of a lawyer in private practice, a special agent for the Federal Bureau of Investigation, circuit court judge and a village attorney; and

WHEREAS, The Honorable LaVerne A. Dixon was a lifelong member of Gurnee Community Church and a valued member of Mason Lodge 127, the Lake County Red Cross and the American Legion; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable LaVerne A. Dixon gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable LaVerne A. Dixon inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable LaVerne A. Dixon serve as an example to all; and

WHEREAS, The Honorable LaVerne A. Dixon was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Ruth, and his beloved family, The Honorable LaVerne A. Dixon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate The Honorable LaVerne A. Dixon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable LaVerne A. Dixon.

TRIBUTE TO LATE DR. KENNETH G. EGGEN.

WHEREAS, Dr. Kenneth G. Eggen has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago, Dr. Kenneth G. Eggen was a widely admired member of the medical community and the loving husband of Marie, nee Vesevick; and

WHEREAS, Dr. Kenneth G. Eggen was a former chief medical coordinator for the State of Illinois and was responsible for enforcing the state's Medical Practice Act of 1987; and

WHEREAS, Dr. Kenneth G. Eggen enjoyed a long and successful career as a surgeon and was a valued and longtime member of the staffs of Augustana and the former Ravenswood hospitals in Chicago; and

WHEREAS, Dr. Kenneth G. Eggen was also a past member of the Medical Examining Committee of the Illinois Department of Registration and Education; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Kenneth G. Eggen gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. Kenneth G. Eggen inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Kenneth G. Eggen serve as an example to all; and

WHEREAS, Dr. Kenneth G. Eggen was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Kenneth G. Eggen imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Dr. Kenneth G. Eggen for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Kenneth G. Eggen.

TRIBUTE TO LATE MR. PAUL FANNING.

WHEREAS, Paul Fanning has been called to eternal life by the wisdom of God at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Paul Fanning was a prominent member of the broadcast community who began his career as a member of a musical group and nightclub owner; and

WHEREAS, Paul Fanning was among the founding members of the New Wine Singers and he co-owned the Rising Moon nightclub where the group performed in Chicago's Old Town community; and

WHEREAS, Paul Fanning later went on to become a popular radio talk show host and Emmy Award winning television producer whose Channel 11 Made in Chicago productions became the forerunner of the highly popular Soundstage concert series on local public television; and

WHEREAS, In 1978 Paul Fanning became public relations director for the University of Illinois at Chicago and retired in 1991; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Paul Fanning gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Paul Fanning inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Paul Fanning serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Paul Fanning to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Paul Fanning was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Paul Fanning imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Paul Fanning for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul Fanning.

TRIBUTE TO LATE MR. DONALD J. FEELEY.

WHEREAS, Donald J. Feeley has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Donald J. Feeley was a funeral director and the loving husband for fifty-three years of Regina, nee Quaid; and

WHEREAS, Born in Chicago, Donald J. Feeley was raised in the Auburn neighborhood, graduated from Tilden High School and served in the United States Army during World War II; and

WHEREAS, Following his honorable discharge, Donald J. Feeley attended mortuary school and began serving apprenticeships at area funeral homes; and

WHEREAS, In addition to his work as an embalmer, Donald J. Feeley also embarked on a second career as a member of the Chicago Fire Department and served for twelve years at Engine Company 84 at 57th and Halsted Streets; and

WHEREAS, Donald J. Feeley eventually decided to devote all of his energies to work as a mortician and opened the Central Funeral Chapel at 6158 South Central Avenue; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Donald J. Feeley gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Donald J. Feeley inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Donald J. Feeley serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Donald J. Feeley to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Donald J. Feeley was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Regina, and his beloved family, Donald J. Feeley imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Donald J. Feeley for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald J. Feeley.

TRIBUTE TO LATE MRS. ANNE MARIE FOLEY.

WHEREAS, Anne Marie Foley has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of West Dundee, Anne Marie Foley, nee King, was the loving and devoted wife of Thomas E. Foley; and

WHEREAS, Thomas E. and Anne Marie Foley married in 1948 and the couple moved to Carpentersville in 1956 where they raised a close and loving family; and

WHEREAS, Anne Marie Foley enjoyed a long and successful career as a nurse at Sherman Hospital in Elgin until she retired in 1984; and

WHEREAS, During World War II, Anne Marie Foley served her country as a first lieutenant in the United States Army Nurse Corps where she treated wounded soldiers in Paris and was decorated by her country for her many important contributions; and

WHEREAS, Anne Marie Foley was the mother of seven children and a person of great personal goodness, charity and concern; and

WHEREAS, An active and valued participant in civic affairs, Anne Marie Foley was a member of the Dundee Township Senior Center, the Dundee Township Library Book Club and the Tri-County Nurses Group; and

WHEREAS, The hard work, sacrifice and dedication of Anne Marie Foley serve as an example to all; and

WHEREAS, Anne Marie Foley will be dearly missed and fondly remembered by her many relatives, friends and neighbors; and

WHEREAS, To her beloved family, Anne Marie Foley imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Anne Marie Foley for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anne Marie Foley.

TRIBUTE TO LATE HONORABLE HIRAM L. FONG.

WHEREAS, The Honorable Hiram L. Fong has been called to eternal life by the wisdom of God at the age of ninety-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Hiram L. Fong was the first Asian-American to serve in the United States Senate; and

WHEREAS, The Honorable Hiram L. Fong, a Republican, was the son of Chinese immigrants who rose from the working class poor of Honolulu, Hawaii, to become a widely respected entrepreneur and political leader; and

WHEREAS, The Honorable Hiram L. Fong was elected one of Hawaii's first two senators in 1959 and was re-elected twice before he retired in 1977; and

WHEREAS, The Honorable Hiram L. Fong co-sponsored a 1965 bill assuring that Asians would be allowed to immigrate to the United States in similar numbers as those from other regions; and

WHEREAS, During his almost eighteen year tenure on Capitol Hill, The Honorable Hiram L. Fong also secured federal funding to build the H-1 Freeway through Honolulu and established the East-West Center at the University of Hawaii which promotes greater understanding between America and Asian and Pacific countries; and

WHEREAS, The Honorable Hiram L. Fong was also successful as a business leader, serving as the president of nine companies; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Hiram L. Fong gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Hiram L. Fong inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Hiram L. Fong serve as an example to all; and

WHEREAS, The Honorable Hiram L. Fong was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, The Honorable Hiram L. Fong imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate The Honorable Hiram L. Fong for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Hiram L. Fong.

TRIBUTE TO LATE HONORABLE WILLIAM D. FORD

WHEREAS, The Honorable William D. Ford has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable William D. Ford served as a Democratic member of the United States House of Representatives for Michigan's 15th and later 13th congressional districts from 1965 to 1995; and

WHEREAS, During his thirty-year tenure on Capitol Hill, The Honorable William D. Ford earned a reputation as a champion of the interests of working class people; and

WHEREAS, The Honorable William D. Ford was known for his efforts to increase educational opportunities for underprivileged families and sponsored the Elementary and Secondary Education Act of 1965 during his first term in Congress; and

WHEREAS, The Honorable William D. Ford was the chairman of both the Education and Labor Committee and the Post Office and Civil Service Committee; and

WHEREAS, The Honorable William D. Ford continued throughout his service in Washington, D.C., to sponsor other bills to help students at all levels; and

WHEREAS, The Honorable William D. Ford played an instrumental role in the passage of the Family Medical Leave Act of 1993; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable William D. Ford gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable William D. Ford inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable William D. Ford serve as an example to all; and

WHEREAS, A resident of Ypsilanti Township, Michigan, The Honorable William D. Ford will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his beloved family, The Honorable William D. Ford imparts a legacy of faithfulness, service and dignity; now, therefore.

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate The Honorable William D. Ford for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable William D. Ford.

TRIBUTE TO LATE MS. ANN L. FRANK.

WHEREAS, Ann L. Frank has been called to eternal life by the wisdom of God at the age of forty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Village of Winnetka, Ann L. Frank was a widely admired member of the legal community and the loving wife of Buzz; and

WHEREAS, Ann L. Frank was the much-adored mother of John, Ned, Matthew and Madeleine and the sister of John Benedek; and

WHEREAS, Born and raised in the northwest suburban community of Park Ridge, Ann L. Frank was the second and younger child of the late Violet and John Benedek, both of whom were lawyers; and

WHEREAS, Ann L. Frank, who attended Maine South High School, Northwestern University and DePaul University College of Law, served throughout her career at the Cook County State's Attorneys Office; and

WHEREAS, Ann L. Frank ably served for many years as a criminal prosecutor, handling murder trials and capital cases, and most recently was supervisor of State Appeals; and

WHEREAS, An individual committed to excellence who maintained a high level of integrity, Ann L. Frank gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Ann L. Frank inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Ann L. Frank serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Ann L. Frank to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Ann L. Frank was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and neighbors; and

WHEREAS, To her beloved family, Ann L. Frank imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Ann L. Frank for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ann L. Frank.

TRIBUTE TO LATE MR. WILLIAM G. FRAZER.

WHEREAS, William G. Frazer has been called to eternal life by the wisdom of God at the age of fifty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Woodridge, William G. Frazer was the loving and devoted husband of Doreen; and

WHEREAS, William G. Frazer was the much-adored father of Cynthia and Angela to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, William G. Frazer served as a computer consultant for the Chicago City Council Committee on Finance and was a former owner of Dynapro, Incorporated, a computer services company; and

WHEREAS, As a young man, William G. Frazer served as a dedicated member of the Peace Corps and became fluent in several languages; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, William G. Frazer gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, William G. Frazer inspired the lives of countless people through his great personal goodness, wit and charisma; and

WHEREAS, The hard work, sacrifice and dedication of William G. Frazer serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared William G. Frazer to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, William G. Frazer was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Doreen; his two daughters, Cynthia and Angela; and his brother, Thom, William G. Frazer imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate William G. Frazer for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William G. Frazer.

TRIBUTE TO LATE HONORABLE RONALD GHILARDI.

WHEREAS, The Honorable Ronald Ghilardi has been called to eternal life by the wisdom of God at the age of sixty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Ronald Ghilardi was a widely respected member of the legal community and the loving and devoted husband for more than forty years to Nancy; and

WHEREAS, The Honorable Ronald Ghilardi served for three terms as the mayor of Lisle and was a past president of the DuPage Mayors and Managers Conference; and

WHEREAS, As the mayor of Lisle from 1989 to 2001, The Honorable Ronald Ghilardi made every effort to decrease the community's dependence on property tax revenue; and

WHEREAS, The Honorable Ronald Ghilardi worked for most of his professional career at the Allstate Insurance Company where he retired in the late 1990s as assistant vice president of litigation management; and

WHEREAS, In 2002, The Honorable Ronald Ghilardi moved from Lisle to Cincinnati, Ohio, to accept a position as director of litigation management for Ohio Casualty; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, The Honorable Ronald Ghilardi gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The Honorable Ronald Ghilardi inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Ronald Ghilardi serve as an example to all; and

WHEREAS, The Honorable Ronald Ghilardi was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Nancy; his two daughters, Lisa Williams and Christine Ghilardi-Solomon; his mother, Louise; his brother, Lawrence; and his three adoring grandchildren, The Honorable Ronald Ghilardi imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate The Honorable Ronald Ghilardi for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Ronald Ghilardi.

TRIBUTE TO LATE BISHOP JONATHAN GREER, SR.

WHEREAS, Bishop Jonathan Greer, Sr. has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Bishop Jonathan Greer, Sr. was a widely respected member of the religious community who founded the Light of the World United Church of Christ on Chicago's south side more than fifty years ago; and

WHEREAS, Bishop Jonathan Greer, Sr. was a dynamic figure who lived his life through example and inspired generations of believers to have faith in God and to better their lives through spirituality and prayer; and

WHEREAS, Services held by Bishop Jonathan Greer, Sr. at his church located at 5735 South State Street were broadcast for many years on both radio and cable television stations; and

WHEREAS, Bishop Jonathan Greer, Sr. also enjoyed a great passion for music and taught himself how to play the piano, organ, guitar, trumpet, harmonica, drums and tambourine; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Bishop Jonathan Greer, Sr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Bishop Jonathan Greer, Sr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Bishop Jonathan Greer, Sr. serve as an example to all; and

WHEREAS, Bishop Jonathan Greer, Sr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Helen, and his beloved family, Bishop Jonathan Greer, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Bishop Jonathan Greer, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bishop Jonathan Greer, Sr.

TRIBUTE TO LATE MR. THOMAS F. GRENEY.

WHEREAS, Thomas F. Greney has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Barrington, Thomas F. Greney was a top executive for a major publishing company and the loving husband of Patricia; and

WHEREAS, Thomas F. Greney was a retired senior vice president of Harcourt Brace Publishing Company in Chicago; and

WHEREAS, Thomas F. Greney became one of the publishing company's five top executives and oversaw a staff that produced three dozen business-to-business trade magazines; and

WHEREAS, Following a long and illustrious career, Thomas F. Greney retired in 1991; and

WHEREAS, Born on the south side of Chicago, Thomas F. Greney was the only child of Irish immigrants and served his country as a member of the United States Navy during both World War II and the Korean War; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Thomas F. Greney gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Thomas F. Greney inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Thomas F. Greney serve as an example to all; and

WHEREAS, Thomas F. Greney was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Patricia, and his beloved family, Thomas F. Greney imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Thomas F. Greney for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas F. Greney.

TRIBUTE TO LATE MR. BERNARD P. HARRISON.

WHEREAS, Bernard P. Harrison has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A widely respected member of the legal community, Bernard P. Harrison served for twenty years with the American Medical Association where he was vice president and legislative director; and

WHEREAS, In that role of responsibility, Bernard P. Harrison played an instrumental role in persuading medical professionals to accept legislation that created Medicare and Medicaid in 1965, programs which provide coverage for the poor and the elderly; and

WHEREAS, Born and raised on the west side, Bernard P. Harrison was the son of Russian immigrants and attended Marshall High School where he was class president in 1940; and

WHEREAS, During World War II, Bernard P. Harrison enlisted in the United States Navy and served his country for four years; and

WHEREAS, After the war, Bernard P. Harrison returned home and earned his law degree from DePaul University's College of Law and was admitted to the state bar; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Bernard P. Harrison began his long and successful tenure with the American Medical Association in 1961; and

WHEREAS, After leaving the American Medical Association, Bernard P. Harrison co-founded the National Commission on Correctional Health Care, an organization dedicated to improving medical standards for the nation's prison population; and

WHEREAS, Bernard P. Harrison inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Bernard P. Harrison serve as an example to all; and

WHEREAS, A resident of Sante Fe, New Mexico, Bernard P. Harrison will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, Bernard P. Harrison's first wife, Eve, preceded him in death; and

WHEREAS, To his second wife, B. Jaye Anno; his two sons, Edward and Martin; his two daughters, Barbara Wohlstadter and Kari; his brother, Henry Render; his five grandchildren; and his great-grandson, Bernard P. Harrison imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Bernard P. Harrison for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard P. Harrison.

TRIBUTE TO LATE MR. THOMAS J. HENRY.

WHEREAS, Thomas J. Henry has been called to eternal life by the wisdom of God at the age of fifty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Thomas J. Henry was a dedicated public servant and the devoted husband of Mary, nee Lauzon; and

WHEREAS, Thomas J. Henry served for thirty-two years as a valued member of the Chicago Police Department and was a veteran of the Vietnam War; and

WHEREAS, Thomas J. Henry was the cherished father of Daniel and Bridget A. to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Thomas J. Henry was the son of Dody and the late Thomas and the brother of Linda O'Brien, Jack A. Joseph, Ellen Burke, Mary and the late Cathy Cordes; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Thomas J. Henry gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Thomas J. Henry inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Thomas J. Henry serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Thomas J. Henry to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Thomas J. Henry was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Thomas J. Henry imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Thomas J. Henry for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. Henry.

TRIBUTE TO LATE MR. FRED F. HERR, SR.

WHEREAS, Fred F. Herr, Sr. has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Fred F. Herr, Sr. was a widely admired member of the law enforcement community and the loving husband for fifty-seven years of Gertrude "Dolly"; and

WHEREAS, Fred F. Herr, Sr. enjoyed a long and successful career as a member of the Chicago Police Department and rose to the rank of sergeant; and

WHEREAS, The fondest assignment of Fred F. Herr, Sr. was his role as a bodyguard to the late Chicago Mayor Richard J. Daley; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Fred F. Herr, Sr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Fred F. Herr, Sr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Fred F. Herr, Sr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Fred F. Herr, Sr., to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Fred F. Herr, Sr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Gertrude "Dolly", and his beloved family, Fred F. Herr, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Fred F. Herr, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Fred F. Herr, Sr.

TRIBUTE TO LATE MR. ALLEN GEORGE HIRSLEY.

WHEREAS, Allen George Hirsley has been called to eternal life by the wisdom of God at the age of fifty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago, Allen George Hirsley was a computer expert who ably served as a systems analyst for the federal Railroad Retirement Board; and

WHEREAS, Allen George Hirsley also generously donated his time and talents as a volunteer at Children's Memorial Hospital in Lincoln Park; and

WHEREAS, Allen George Hirsley graduated from Lyons Township High School in suburban La Grange and earned a degree in psychology from the University of Illinois at Urbana-Champaign before beginning his career at the federal Railroad Retirement Board more than two decades ago; and

WHEREAS, A man of gentle kindness, Allen George Hirsley was especially devoted to his sister, Clare Vlazny; his brother, Michael; and was a very special uncle to his six nieces and nephews, Suzanne, Nicole Chen, Elizabeth Beckman, Quentin, Leslie Vlazny and Nolan; and

WHEREAS, Allen George Hirsley richly blessed the lives of all of his many friends with his inexhaustible patience, charity and concern; and

WHEREAS, Allen George Hirsley was an individual of great personal goodness, integrity and accomplishment who will be dearly missed and fondly remembered by all; and

WHEREAS, To his loving family, Allen George Hirsley imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Allen George Hirsley for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Allen George Hirsley.

TRIBUTE TO LATE MR. ROBERT "BARNEY" HOGAN.

WHEREAS, Robert "Barney" Hogan has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Robert "Barney" Hogan was a dedicated public servant and the devoted husband of the late Catherine B. "Kay", nee Uzdavinis; and

WHEREAS, Robert "Barney" Hogan served for thirty-four years as a valued member of the Chicago Police Department and retired with the rank of lieutenant; and

WHEREAS, Robert "Barney" Hogan was the cherished father of Robert, Jr., Terri, Mary Tofiliski, Rose Ann Smith and William to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Robert "Barney" Hogan was the dearest brother of Mary Ryan, Matthew, Thomas, Delores Benda, Lorraine Pershall, The Reverend Francis X. "Bill", Dennis and the late John; and

WHEREAS, The much-adored patriarch of his family, Robert "Barney" Hogan was the grandfather of nine; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Robert "Barney" Hogan inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Robert "Barney" Hogan serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Robert "Barney" Hogan to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Robert "Barney" Hogan was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Robert "Barney" Hogan imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Robert "Barney" Hogan for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert "Barney" Hogan.

TRIBUTE TO LATE MR. GEORGE B. JAVARAS.

WHEREAS, George B. Javaras has been called to eternal life by the wisdom of God at the age of sixty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago, George B. Javaras was a widely respected member of the legal community and the loving husband of Barbara, nee Balangia; and

WHEREAS, George B. Javaras served as a partner in the Chicago law firm of Kirkland & Ellis where he specialized in tax law and represented major multinational corporations in acquisitions, dispositions, joint ventures and tax planning; and

WHEREAS, The son of Greek immigrants, George B. Javaras grew up in Oak Park where he was an All-State football player at Oak Park and River Forest High School and graduated third in his class; and

WHEREAS, George B. Javaras attended Northwestern University and the University of Chicago Law School; and

WHEREAS, George B. Javaras earned a reputation over the course of his career as a learned and brilliant member of the legal profession; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, George B. Javaras gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, George B. Javaras was a voracious reader who was particularly fascinated by topics such as history, biography and archeology; and

WHEREAS, ,George B. Javaras inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of George B. Javaras serve as an example to all; and

WHEREAS, George B. Javaras was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, George B. Javaras imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate George B. Javaras for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George B. Javaras.

TRIBUTE TO LATE MR. E. MICHAEL KELLY.

WHEREAS, E. Michael Kelly has been called to eternal life by the wisdom of God at the age of fifty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, E. Michael Kelly was a widely admired member of the legal community and loving husband for thirty-six years of Sharyn A., nee Estey; and

WHEREAS, E. Michael Kelly was the much-adored father of Michelle McCue, Kristy and Brendan to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, E. Michael Kelly ably served as a partner at the Chicago law firm of Hinshaw & Culbertson where he earned a reputation as a skilled trial lawyer; and

WHEREAS, Born and raised on the south side, E. Michael Kelly graduated from Leo High School, Michigan State University and Northwestern University School of Law; and

WHEREAS, E. Michael Kelly devoted his career to representing defendants, most of which were hospitals in civil cases; and

WHEREAS, E. Michael Kelly was a founder of The Chicago Inn of Court, an elite group of trial lawyers whose goal was to promote civility within the profession; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, E. Michael Kelly gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, E. Michael Kelly inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of E. Michael Kelly serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared E. Michael Kelly to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, E. Michael Kelly was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, E. Michael Kelly imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate E. Michael Kelly for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of E. Michael Kelly.

TRIBUTE TO LATE MRS. MILLICENT KONDRACKE.

WHEREAS, Millicent Kondracke has been called to eternal life by the wisdom of God at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Millicent Kondracke was a longtime social worker and psychotherapist who was instrumental in raising millions of dollars in research funding to help battle Parkinson's disease; and

WHEREAS, Millicent Kondracke's own hard-fought struggle living with the disease was chronicled by her husband, Washington journalist Morton Kondracke, in his book, *Saving Milly: Love, Politics and Parkinson's Disease*; and

WHEREAS, A native of Chicago's west side, Millicent Kondracke was raised by her foster mother, civil rights activist Anita Villarreal, and graduated from Roosevelt University in 1966; and

WHEREAS, In 1968 Millicent Kondracke moved with her husband to the nation's capital where they became active in the Washington, D.C. based Parkinson's Action Network; and

WHEREAS, A woman of dignity, grace and charm, Millicent Kondracke gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Millicent Kondracke inspired the lives of countless people through her great courage, intelligence and compassion; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Millicent Kondracke to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Millicent Kondracke will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her husband, Morton, and her beloved family, Millicent Kondracke imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Millicent Kondracke for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Millicent Kondracke.

TRIBUTE TO LATE MR. WALTER B. LABERGE.

WHEREAS, Walter B. Laberge has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, Walter B. Laberge was a former Assistant Secretary of the United States Air Force and Assistant Secretary General of NATO; and

WHEREAS, Walter B. Laberge also served as an Undersecretary of the United States Army and won renown for his work as an aerospace research scientist; and

WHEREAS, Walter B. Laberge was a member of the original Sidewinder air-to-air missile development team at the Naval Ordnance Test Station in China Lake, California; and

WHEREAS, With the Philco-Ford Corporation during the 1960s, Walter B. Laberge headed the team that designed and installed the instrumentation at the Manned Spacecraft Center in Houston, Texas; and

WHEREAS, Walter B. Laberge joined Lockheed Corporation in 1981 and retired as vice president for advanced planning in 1989; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Walter B. Laberge gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Walter B. Laberge inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Walter B. Laberge serve as an example to all; and

WHEREAS, Walter B. Laberge was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Walter B. Laberge imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Walter B. Laberge for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Walter B. Laberge.

TRIBUTE TO LATE MR. MICHAEL J. LESH.

WHEREAS, Michael J. Lesh has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Michael J. Lesh was a former Chicago resident and the loving husband for nearly fifty years of the late Georgiann; and

WHEREAS, Michael J. Lesh was the much-adored father of Carolyn Rowley, Mark and the late Mary Kathryn to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Born in Hamburg, Arkansas, Michael J. Lesh was the only son of Croatian immigrants who owned a fifty-acre cotton and peanut farm; and

WHEREAS, Following the sudden death of his father, Michael, Michael J. Lesh moved to Illinois with his mother, Mary, to search for better job opportunities; and

WHEREAS, Michael J. Lesh graduated from Joliet High School and the University of Illinois at Urbana-Champaign before devoting his professional life to serving as an accountant and an international business consultant; and

WHEREAS, Michael J. Lesh joined Peat Marwick in Chicago in 1955 and later worked for the Chicago & Eastern Illinois Railroad, Booz Allen Hamilton International in East Pakistan and Iran, and the Sante Fe Railroad in Chicago, Topeka and Amarillo, Texas; and

WHEREAS, Following a long and highly successful career, Michael J. Lesh retired in 1989 and moved to Topeka, Kansas, where he enjoyed a host of leisure activities including golf, bridge, poker and the warmth and camaraderie of many friends; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Michael J. Lesh inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Michael J. Lesh serve as an example to all; and

WHEREAS, Michael J. Lesh will be dearly missed and fondly remembered by his many relatives and all who knew him; and

WHEREAS, To his beloved family, Michael J. Lesh imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Michael J. Lesh for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael J. Lesh.

TRIBUTE TO LATE MR. BEN LYON.

WHEREAS, Ben Lyon has been called to eternal life by the wisdom of God at the age of ninety-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Ben Lyon was the proprietor for more than forty years of Lyon's Delicatessen and Grocery, an eatery that was known as the oldest deli on Chicago's historic Maxwell Street; and

WHEREAS, The establishment was first opened by Ben Lyon's Latvian immigrant parents in 1908 on 14th Place near Halsted Street; and

WHEREAS, Lyon's Delicatessen and Grocery moved to Jefferson Street before finally settling in 1924 on the near west side; and

WHEREAS, While working as a young man at the family's deli, Ben Lyon met and married the landlady's daughter, Cele Blumenthal; and

WHEREAS, Ben Lyon eventually took over ownership of the family business and poured great passion and dedication into maintaining its reputation as one of the city's finest delicatessens, tirelessly working from 5:00 A.M. in the morning to 6:00 P.M. at night, six days a week; and

WHEREAS, Ben Lyon's loyal following of customers included politicians and celebrities as well as common folk, all of whom came there to sample the deli's famous offerings, especially its corned beef sandwiches; and

WHEREAS, When his wife fell ill, Ben Lyon sold the business in 1972 to his longtime employee, Nate Duncan, and was renamed Nate's Deli; and

WHEREAS, Nate's Deli was featured in the 1980s movie *The Blues Brothers* before it was forever closed on January 15, 1995 when it was sold and demolished to make way for the expansion of the University of Illinois at Chicago; and

WHEREAS, After becoming a widower, Ben Lyon married Ruth Oliff and the couple enjoyed fifteen years of happiness until she passed away eight years ago; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Ben Lyon gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Ben Lyon inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Ben Lyon serve as an example to all; and

WHEREAS, Ben Lyon was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Ben Lyon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Ben Lyon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ben Lyon.

TRIBUTE TO LATE MR. ROBERT E. MC CANN.

WHEREAS, Robert E. McCann has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, Robert E. McCann was a thirty-one year veteran of the Chicago Police Department and its director of police training; and

WHEREAS, Robert E. McCann developed the Criminal Justice Program at Saint Xavier University and taught there part-time as an associate professor of criminal justice from 1973 to 1978; and

WHEREAS, Following a long and successful career, Robert E. McCann moved south and joined the United States Treasury Department where he served as a teacher at the Federal Law Enforcement Training Center in Glynco, Georgia; and

WHEREAS, During World War II, Robert E. McCann bravely served his country as a carrier pilot and torpedo bomber in the United States Navy; and

WHEREAS, Robert E. McCann was a valued member of the United States Navy League and the Civil Air Patrol; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Robert E. McCann gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Robert E. McCann inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Robert E. McCann serve as an example to all; and

WHEREAS, A resident of Saint Simons Island, Georgia, Robert E. McCann will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Robert E. McCann imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Robert E. McCann for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert E. McCann.

TRIBUTE TO LATE DR. WILLIAM C. MC CARTY.

WHEREAS, Dr. William C. McCarty has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Palos Heights, Dr. William C. McCarty was a widely respected member of the medical community and the loving husband of the late Ruth; and

WHEREAS, Dr. William C. McCarty was the much-adored father of William Kelly and Martha Meyers to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Dr. William C. McCarty enjoyed a long and highly successful career as an osteopath and was a longtime educator at his alma mater, the Chicago College of Osteopathic Medicine; and

WHEREAS, Born and raised in downstate Saint Joseph, Dr. William C. McCarty bravely served his country as a gunner aboard a Merchant Marine ship carrying airplane engines to Allied forces during World War II; and

WHEREAS, Dr. William C. McCarty was persuaded to join the osteopathic profession after returning home from the war and practiced for many years at 79th and Ada Streets, then at 91st Street and Western Avenue in Chicago, and later in Crestwood; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. William C. McCarty gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Dr. William C. McCarty inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. William C. McCarty serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Dr. William C. McCarty to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Dr. William C. McCarty was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. William C. McCarty imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Dr. William C. McCarty for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. William C. McCarty.

TRIBUTE TO LATE MR. FREDERICK J. NELSON, JR.

WHEREAS, Frederick J. Nelson, Jr. has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Frederick J. Nelson, Jr. was a former police officer and musician who co-founded the Chicago Police Department Jazz Orchestra; and

WHEREAS, Frederick J. Nelson, Jr. learned music at a young age as he worked with his local church choir and later enrolled at Roosevelt University Music School; and

WHEREAS, Frederick J. Nelson, Jr. toured the Midwest as a classical organist and served his country during the Korean War as a member of the United States Army; and

WHEREAS, Following his honorable discharge, Frederick J. Nelson, Jr. joined the Chicago Police Department where he ably served for thirty years and spent most of his career in the Englewood District on the south side; and

WHEREAS, Frederick J. Nelson, Jr. enjoyed a long and successful career as a valued member of the law enforcement community before his retirement to Tennessee; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Frederick J. Nelson, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Frederick J. Nelson, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Frederick J. Nelson, Jr. serve as an example to all; and

WHEREAS, Frederick J. Nelson, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Fred III; his daughter, Lisa; and his grandchild, Frederick J. Nelson, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Frederick J. Nelson, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frederick J. Nelson, Jr.

TRIBUTE TO LATE MR. C. GEORGE NIEBANK, JR.

WHEREAS, C. George Niebank, Jr. has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, C. George Niebank, Jr. was a widely admired member of the legal community and the loving husband of Dorothy; and

WHEREAS, C. George Niebank, Jr. enjoyed a long and successful career as a lawyer for the Atchison, Topeka and Santa Fe Railway in Chicago; and

WHEREAS, C. George Niebank, Jr. earned his law degree from the University of Buffalo in New York and helped to found the *Buffalo Law Review*; and

WHEREAS, C. George Niebank, Jr. served as a law clerk for United States Supreme Court Justice Robert H. Jackson and later became a commissioner of the United States Court of Military Appeals; and

WHEREAS, C. George Niebank, Jr. was the husband of the late Rosemarie who passed away in 1996; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, C. George Niebank, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, C. George Niebank, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of C. George Niebank, Jr. serve as an example to all; and

WHEREAS, An individual of great integrity and accomplishment, C. George Niebank, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Dorothy, and his beloved family, C. George Niebank, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate C. George Niebank, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of C. George Niebank, Jr.

TRIBUTE TO LATE MR. MARK F. POLAND.

WHEREAS, Mark F. Poland has been called to eternal life by the wisdom of God at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mark F. Poland was a third-generation member of the Chicago Fire Department and the loving and devoted husband for thirty-eight years of Karen L., nee Salzman; and

WHEREAS, Born in the great City of Chicago on Christmas Day, 1942, Mark F. Poland grew up in the Humboldt Park community and attended Maternity B.V.M. Grade School and Saint Patrick High School; and

WHEREAS, Mark F. Poland joined the United States Army where he trained as a radio operator and served for a time in Germany; and

WHEREAS, Following his honorable discharge, Mark F. Poland worked as an electrician before taking the examination to become a fire fighter in 1966; and

WHEREAS, Mark F. Poland's grandfather, Richard Poland, joined the Chicago Fire Department in 1903 and rose to become a battalion chief and his father, also named Richard Poland, additionally served as a battalion chief; and

WHEREAS, Following in the footsteps of two generations before him, Mark F. Poland enjoyed a long and successful career as a valued member of the Chicago Fire Department; and

WHEREAS, Mark F. Poland worked a number of very busy west side firehouses and was credited with saving numerous lives before he eventually retired as a captain in 2002; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Mark F. Poland gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Mark F. Poland inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Mark F. Poland serve as an example to all; and

WHEREAS, Mark F. Poland will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his wife, Karen; his two sons, Matthew and Ryan; his brother, Greg; and his two sisters, Penny Daly and Karen, Mark F. Poland imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Mark F. Poland for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mark F. Poland.

TRIBUTE TO LATE MRS. JOAN F. REGENSTEIN.

WHEREAS, Joan F. Regenstein has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A woman of dignity, grace and charm, Joan F. Regenstein was a member of a prominent north shore family and a generous philanthropist; and

WHEREAS, Raised in Glencoe, Joan F. Regenstein attended Lake Forest College and married Joseph Regenstein, Jr. in 1947; and

WHEREAS, Joan F. Regenstein played an instrumental role in helping her husband run one of Chicago's preeminent charitable organizations, the Regenstein Foundation, which he founded in 1950 in collaboration with his father, Joseph, an industrialist, and his mother, Helen; and

WHEREAS, Joan F. Regenstein was a former competitive skeet and trap shooter and a volunteer who assisted and financially supported numerous Chicago charities; and

WHEREAS, Joan F. Regenstein gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Joan F. Regenstein inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, Joan F. Regenstein will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her son, Joseph III; her daughter, Susan Regenstein Frank; her six grandchildren; and her four great-grandchildren, Joan F. Regenstein imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Joan F. Regenstein for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joan F. Regenstein.

TRIBUTE TO LATE DR. ELISABETH KUBLER-ROSS.

WHEREAS, Dr. Elisabeth Kubler-Ross has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Elisabeth Kubler-Ross was an author and an eminent psychiatrist who pioneered the use of hospices and theorized the five stages of grief; and

WHEREAS, Dr. Elisabeth Kubler-Ross wrote the book *On Death and Dying* in 1969 which was the first of more than twenty books that she would pen; and

WHEREAS, A native of Zurich, Switzerland, Dr. Elisabeth Kubler-Ross earned her medical degree from the University of Zurich in 1957 and the following year came to the United States where she began working with the terminally ill; and

WHEREAS, Dr. Elisabeth Kubler-Ross' experiences formed the foundation of her writings and changed the way people in America viewed death and dying; and

WHEREAS, From 1965 to 1970 Elisabeth Kubler-Ross practiced and taught psychiatry both at the University of Chicago's Billings Hospital and at La Rabida Children's Hospital; and

WHEREAS, In 1979 Dr. Elisabeth Kubler-Ross was named the recipient of the *Ladies Home Journal* Woman of the Decade Award and in 1999 *Time* magazine named her one of the "100 Most Important Thinkers" of the 20th century; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Elisabeth Kubler-Ross serve as an example to all; and

WHEREAS, Dr. Elisabeth Kubler-Ross was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Dr. Elisabeth Kubler-Ross imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Dr. Elisabeth Kubler-Ross for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Elisabeth Kubler-Ross.

TRIBUTE TO LATE MR. FRANK SANACHE.

WHEREAS, Frank Sanache has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Frank Sanache was the last surviving member of the Native American "code talkers" from the Meskwaki tribe who played a vital role in winning World War II; and

WHEREAS, The secret code, derived from Native American languages, was never broken and put the enemy at a great tactical disadvantage as it communicated information over walkie-talkies that directed artillery fire and identified enemy positions and troop strengths; and

WHEREAS, Frank Sanache's tribe, based in Tama County, Iowa, was among eighteen tribes that contributed "code talkers" during the war; and

WHEREAS, Frank Sanache was captured five months after his arrival in North Africa and spent twenty-eight months as a prisoner of war; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Frank Sanache gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Frank Sanache serve as an example to all; and

WHEREAS, Frank Sanache was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Frank Sanache imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Frank Sanache for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank Sanache.

TRIBUTE TO LATE MS. ALEXANDRA SCOTT.

WHEREAS, Alexandra Scott has been called to eternal life at the age of eight; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Wynnewood, Pennsylvania, Alexandra Scott was the much-beloved daughter of Jay and Liz, and a young cancer patient who fought a courageous battle against cancer and inspired others to join in a fight to raise money for cancer research; and

WHEREAS, Alexandra Scott was diagnosed with neuroblastoma, an aggressive form of childhood cancer, and started a lemonade stand to raise money for her treatment and cancer research; and

WHEREAS, Alexandra Scott's lemonade stand raised Two Thousand Dollars in the first year, but more importantly sparked a nationwide fund-raising campaign that

spread to all fifty states, Canada and France, and raises One Million Dollars annually; and

WHEREAS, Alexandra Scott was a young person of great goodness and fierce determination who will be truly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Alexandra Scott imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Alexandra Scott for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Alexandra Scott.

TRIBUTE TO LATE MR. WILLIAM L. SEARLE.

WHEREAS, William L. Searle has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William L. Searle was an influential business leader and philanthropist whose family operated the G.D. Searle Pharmaceutical Company until 1985; and

WHEREAS, A native of the Chicago area, William L. Searle lived in Elko, Nevada on Maggie Creek Ranch; and

WHEREAS, An avid sportsman and environmentalist, William L. Searle was an active participant in civic affairs; and

WHEREAS, William L. Searle ably served on the boards of the Field Museum and the Chicago Symphony Orchestra as well as the Shikar-Safari Club International Foundation, the United States Sportsmen's Alliance, the Boone and Crockett Club and the Western Folklife Center in Elko, Nevada; and

WHEREAS, William L. Searle was a graduate of the University of Michigan and the Advanced Management Program of Harvard University and served his country in the United States Army Chemical Corps during the Korean War; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, William L. Searle gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, William L. Searle inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of William L. Searle serve as an example to all; and

WHEREAS, William L. Searle was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Sally; his three daughters, Marion S., Elizabeth B. and Louise S. Klarr; his brother, D.C.; his sister, Suzanne Searle Dixon; his ten grandchildren; and his many nephews and nieces, William L. Searle imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate William L. Searle for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William L. Searle.

TRIBUTE TO LATE MR. DONALD SENASE.

WHEREAS, Donald Senase has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Donald Senase was a retired member of the Chicago Police

Department and the loving husband of Margaret, nee Johnson; and

WHEREAS, Donald Senase was the much-adored father of Michael and Robert to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Donald Senase enlisted in the United States Navy during World War II and served on the U.S.S. Bon Homme Richard; and

WHEREAS, Donald Senase married his wife in 1949 and the couple lived on the north side before eventually settling on the northwest side; and

WHEREAS, Donald Senase began his long and distinguished career with the Chicago Police Department in 1951 and devoted thirty years of his life to public service before retiring as an investigator; and

WHEREAS, Donald Senase later enjoyed a second career in private investigative work for local corporations; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Donald Senase gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Donald Senase inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Donald Senase serve as an example to all; and

WHEREAS, A resident of Palatine, Donald Senase will be dearly missed and fondly remembered by his many relatives, friends and neighbors; and

WHEREAS, To his beloved family, Donald Senase imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Donald Senase for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald Senase.

TRIBUTE TO LATE MR. LEONARD SHARROW.

WHEREAS, Leonard Sharrow has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Leonard Sharrow was the loving and devoted husband for fifty-eight years of the late Emily and a former Chicago Symphony Orchestra musician and teacher who was considered one of the foremost bassoonists of his generation; and

WHEREAS, Born August 4, 1915 in New York, Leonard Sharrow was the son of violinist Saul Sharrow and enjoyed a long and highly successful career during which he played for many of the nation's finest orchestras; and

WHEREAS, During his early career, Leonard Sharrow played with the NBC Symphony and in 1951 joined the Chicago Symphony Orchestra as principal bassoon; and

WHEREAS, Leonard Sharrow's final orchestra post was as principal bassoon with the Pittsburgh Symphony under conductor Andre Previn; and

WHEREAS, Leonard Sharrow was a highly sought after teacher who helped many of his students achieve great professional excellence and renown as either musicians or educators; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Leonard Sharrow gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Leonard Sharrow inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Leonard Sharrow serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Leonard Sharrow to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Leonard Sharrow was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Neil; his two granddaughters; and his sister, Frances Nelson, Leonard Sharrow imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Leonard Sharrow for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Leonard Sharrow.

TRIBUTE TO LATE MR. ARTHUR SILHAN.

WHEREAS, Arthur Silhan has been called to eternal life by the wisdom of God at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Arthur Silhan was the founder and director of the community choral group Musichorale; and

WHEREAS, Arthur Silhan graduated from Chicago Teachers College in 1947 and enjoyed a long and rewarding career as a public school teacher; and

WHEREAS, Arthur Silhan served as an educator predominantly at Hale and McKay Schools where he mostly taught eighth grade students; and

WHEREAS, Arthur Silhan married his high school sweetheart, Phyllis Ballin, a pianist, and the couple raised a close and loving family; and

WHEREAS, Arthur Silhan devoted his life to music and in addition to his choir activities sang as a tenor with the Lyric Opera Chorus; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Arthur Silhan gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Arthur Silhan inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Arthur Silhan serve as an example to all; and

WHEREAS, Arthur Silhan was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Phyllis, and his beloved family, Arthur Silhan imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Arthur Silhan for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Arthur Silhan.

TRIBUTE TO LATE MR. BERNARD SNIEGOWSKI.

WHEREAS, Bernard Sniegowski has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Westchester, Bernard Sniegowski was a prominent union leader and the loving and devoted husband of Dolores, nee Bilek; and

WHEREAS, Born and raised in Chicago's Pilsen neighborhood, Bernard Sniegowski was a naval veteran who served his country during World War II aboard the destroyer USS Laws in the Pacific Theater of Operations; and

WHEREAS, In 1945 Bernard Sniegowski returned home to Chicago and began his career as a painter and his rise through the ranks of Local 180 of the International Brotherhood of Painters and Allied Trades; and

WHEREAS, In 1954 Bernard Sniegowski was tapped to become vice president of the local, a position he held until 1958 when he was chosen to oversee all of the union's locals in Chicago as representative of Painters District Council Number 14; and

WHEREAS, From 1965 to 1974, Bernard Sniegowski served as secretary-treasurer; and

WHEREAS, From 1974 until his retirement in 1989, Bernard Sniegowski was the general vice president of the International Brotherhood of Painters and Allied Trades, the parent organization based in Washington, D.C.; and

WHEREAS, Bernard Sniegowski also held a number of other high positions of leadership including as an executive vice president of the Chicago Port Council and, under the late Mayor Richard J. Daley, as a member of the Chicago Building Code Committee; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Bernard Sniegowski gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, The hard work, sacrifice and dedication of Bernard Sniegowski serve as an example to all; and

WHEREAS, Bernard Sniegowski was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Bernard Sniegowski imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Bernard Sniegowski for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard Sniegowski.

TRIBUTE TO LATE REVEREND WALTER F. SOMERVILLE, JR.

WHEREAS, The Reverend Walter F. Somerville, Jr. has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Walter F. Somerville, Jr. was a widely admired member of the religious community and the pastor emeritus of Saint Edna parish in Arlington Heights; and

WHEREAS, Born May 31, 1927 in the City of Chicago, The Reverend Walter F. Somerville, Jr. attended Loyola Academy and Saint Mary of the Lake Seminary in Mundelein, before being ordained to the priesthood on May 1, 1953; and

WHEREAS, The Reverend Walter F. Somerville, Jr. served as associate pastor at Saint Mary of the Woods parish in Chicago, Saint Mary's parish in Evanston and Our Lady of the Wayside in Arlington Heights, before being named pastor of Saint Edna parish in 1981; and

WHEREAS, The Reverend Walter F. Somerville, Jr. later served as associate pastor of Saint Isaac Jogues parish in Niles until his retirement in 1992 when he moved to Tucson, Arizona, where he spent the last decade saying Mass for Native Americans and Hispanics in southern Arizona; and

WHEREAS, The Reverend Walter F. Somerville, Jr. was a bright beacon of holiness and compassion toward others who will be dearly missed and fondly remembered by his many relatives, friends and former parishioners; and

WHEREAS, To his beloved family, The Reverend Walter F. Somerville, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate The Reverend Walter F. Somerville, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Walter F. Somerville, Jr.

TRIBUTE TO LATE DR. RALPH SPAETH.

WHEREAS, Dr. Ralph Spaeth has been called to eternal life by the wisdom of God at the age of ninety-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Ralph Spaeth was a widely admired pediatrician and educator who was responsible for helping to establish the intensive care unit for tetanus at Cook County Hospital in 1933; and

WHEREAS, Dr. Ralph Spaeth also played an instrumental role in convincing Cook County to license dogs in the 1950s and require that they be vaccinated against rabies; and

WHEREAS, Dr. Ralph Spaeth operated a private practice in the Beverly community for more than fifty years where he lived with his wife, Erma, and raised a close and loving family; and

WHEREAS, Dr. Ralph Spaeth taught at the University of Illinois and Rush University medical schools where he influenced the lives of generations of medical students; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Ralph Spaeth serve as an example to all; and

WHEREAS, Dr. Ralph Spaeth was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Dr. Ralph Spaeth imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Dr. Ralph Spaeth for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Ralph Spaeth.

TRIBUTE TO LATE MR. CLEM STEIN, JR.

WHEREAS, Clem Stein, Jr. has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Chicago, Clem Stein, Jr. was the loving and devoted husband for thirty-eight years of the late Marion; and

WHEREAS, Clem Stein, Jr. worked for thirty-seven years at Sears Roebuck & Company in Chicago before retiring at the age of sixty-two and turning all of his energy into founding the International Academy of Merchandising and Design; and

WHEREAS, Under the direction and guidance of Clem Stein, Jr. the Academy flourished and catapulted to the forefront of education in fashion merchandising, fashion design and interior design; and

WHEREAS, Clem Stein, Jr. served along with his wife on the original board of Central Dupage Hospital and the couple also worked on behalf of the Chicago Heart Association where he was a past president; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Clem Stein, Jr. gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Clem Stein, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Clem Stein, Jr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Clem Stein, Jr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Clem Stein, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his three sons, Clement III, Jim and Ken; his five daughters, Monica, Marilee, Margie, Nancy and Kimber; and his many grandchildren and great-grandchildren, Clem Stein, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Clem Stein, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Clem Stein, Jr.

TRIBUTE TO LATE MR. WILLIAM B. STRONG.

WHEREAS, William B. Strong has been called to eternal life by the wisdom of God at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A lifelong resident of Evanston, William B. Strong was a longtime language teacher who was known for his great intelligence and sharp wit; and

WHEREAS, Born January 23, 1937, William B. Strong was the beloved son of the late William B. and Ann E.; and

WHEREAS, William B. Strong graduated from Evanston Township High School and earned his bachelor's and master's degrees from Loyola University in Chicago; and

WHEREAS, William B. Strong completed graduate work in French at Magill and Laval Universities in Canada and was fluent in a host of languages including Latin, Greek, Spanish, French, German and Italian; and

WHEREAS, William B. Strong taught classical and modern languages at Quigley Preparatory and at Niles North High School for many years before retiring in 1992; and

WHEREAS, William B. Strong enjoyed a passionate interest in ballet and attended the annual International Ballet Competition in Jackson, Mississippi and abroad; and

WHEREAS, William B. Strong counted among his friends many ballet dancers, choreographers and directors; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, William B. Strong inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of William B. Strong serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared William B. Strong to his family members and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, William B. Strong will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his brother, James B.; his sister, Ann E.; and his nephew, Mark, William B. Strong imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate William B. Strong for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William B. Strong.

TRIBUTE TO LATE MR. CHARLES W. SWEENEY.

WHEREAS, Charles W. Sweeney has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Charles W. Sweeney was a retired United States Air Force brigadier general who piloted the plane during World War II that dropped the atomic bomb upon Nagasaki, Japan; and

WHEREAS, Charles W. Sweeney was the author of the book, *War's End: An Eyewitness Account of America's Last Atomic Mission*; and

WHEREAS, Charles W. Sweeney also played a role in the dropping of the atomic bomb over Hiroshima, Japan, a mission during which he flew an instrument plane that accompanied the Enola Gay; and

WHEREAS, A graduate of North Quincy High School, Charles W. Sweeney was named a brigadier general in 1956, becoming the youngest person in the Air Force to achieve that rank; and

WHEREAS, Following a long and illustrious career, Charles W. Sweeney retired from the military in 1976; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Charles W. Sweeney gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Charles W. Sweeney inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Charles W. Sweeney serve as an example to all; and

WHEREAS, Charles W. Sweeney was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Charles W. Sweeney imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Charles W. Sweeney for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles W. Sweeney.

TRIBUTE TO LATE MS. MARIA ELENA VARGAS.

WHEREAS, Maria Elena Vargas has gone to her eternal reward at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Maria Elena Vargas was a native of Durango, Mexico who immigrated to Chicago in 1978 to create a better life for her six children; and

WHEREAS, Maria Elena Vargas settled in the Pilsen neighborhood and found employment as a maid at the Palmer House Hotel; and

WHEREAS, Maria Elena Vargas worked hard to put her children through school and took great pride in watching all of them enjoy highly successful careers, most of them with major corporations; and

WHEREAS, In her spare time, Maria Elena Vargas loved to go on walks and spend time in her garden where she cultivated peppers, tomatoes and herbs; and

WHEREAS, A woman of dignity, grace and charm, Maria Elena Vargas gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Maria Elena Vargas inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Maria Elena Vargas serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Maria Elena Vargas to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Maria Elena Vargas lived for the past decade in the Ashburn neighborhood where she will be dearly missed and fondly remembered by her many friends and neighbors; and

WHEREAS, To her three sons, Nicholas, Roger and Miguel; her three daughters, Lydia, Cande Gamboa and Maria de la Cruz; her four brothers, Diego, Leonardo, Narcisco and Jesus Villareal; her two sisters, Lucita and Genoveva Villareal; her fifteen grandchildren; and her great-grandchild, Maria Elena Vargas imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Maria Elena Vargas for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Maria Elena Vargas.

TRIBUTE TO LATE MR. JONATHAN E. "WOOD" WALSH.

WHEREAS, Jonathan E. "Wood" Walsh has been called to his eternal reward at the age of twenty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Jonathan E. "Wood" Walsh was a widely admired member of the law enforcement community and the beloved son of Gregory and Norma, nee Shepard; and

WHEREAS, Jonathan E. "Wood" Walsh was the dearest brother of Lisa Kralik and Debbie Stephenson; the grandson of Clersie Sanders; and the much-adored uncle of many nephews and nieces; and

WHEREAS, Jonathan E. "Wood" Walsh was a valued officer of the Joliet Police Department and a certified member of the force's bicycle patrol who ably served on the Gang Violence Suppression Unit; and

WHEREAS, A graduate of Shepard High School in Palos Heights and Governors State University, Jonathan E. "Wood" Walsh was pursuing a master's degree in business administration at Western Illinois University; and

WHEREAS, Jonathan E. "Wood" Walsh lost his life in the line of duty from injuries sustained in a motor vehicle accident while responding to an emergency call; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Jonathan E. "Wood" Walsh gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Jonathan E. "Wood" Walsh inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, Jonathan E. "Wood" Walsh will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his devoted family, Jonathan E. "Wood" Walsh imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Jonathan E. "Wood" Walsh for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jonathan E. "Wood" Walsh.

TRIBUTE TO LATE MRS. ANNE GARVEY WHALEN.

WHEREAS, Anne Garvey Whalen has been called to eternal life by the wisdom of God at the age of one hundred two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Anne Garvey Whalen served as a Democratic precinct captain in Chicago during the Great Depression and credited her longevity to her sense of humor and love of people; and

WHEREAS, Born and raised on the south side, Anne Garvey Whalen helped her grandfather, a physician, run his medical office; and

WHEREAS, Anne Garvey Whalen met her future husband, John, at a dance and they were married in the early 1920s; and

WHEREAS, During the Great Depression, Anne Garvey Whalen sold corsets door-to-door and after World War II was a sales representative for Stanley home-cleaning products; and

WHEREAS, Anne Garvey Whalen gave of herself fully to her family and was a dear and loyal friend to many; and

WHEREAS, Anne Garvey Whalen inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Anne Garvey Whalen to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Anne Garvey Whalen was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her two daughters, Lorraine Fox and Marge Meyer; her eleven grandchildren; her nineteen great-grandchildren; and her three great-great grandchildren, Anne Garvey Whalen imparts a legacy of faithfulness, service and dignity; now, therefore;

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Anne Garvey Whalen for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anne Garvey Whalen.

TRIBUTE TO LATE DR. SAMUEL WILLIAMS, JR.

WHEREAS, Dr. Samuel Williams, Jr. has been called to eternal life by the wisdom of God at the age of fifty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Samuel Williams, Jr. was a longtime educator and administrator who dedicated his career to improving the quality of special education programs within the Chicago public school system; and

WHEREAS, Dr. Samuel Williams, Jr. received his master's degrees in special education and education administration from Chicago State University and earned a doctorate in educational leadership from Nova Southeastern University in Fort Lauderdale, Florida; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Dr. Samuel Williams, Jr. began his career as a special education teacher at Phillips High School where he ably served for thirteen years; and

WHEREAS, Dr. Samuel Williams, Jr. later served in administration as a liaison and became an assistant principal in 1993; and

WHEREAS, In 1977 Dr. Samuel Williams, Jr. was tapped by then-Chicago Public Schools chief Paul Vallas to serve as the principal of Englewood Technical Preparatory Academy where he championed efforts to improve the school's curricula and faculty; and

WHEREAS, Dr. Samuel Williams, Jr. was invited to appear with President Bill Clinton when the Englewood community received a redevelopment grant; and

WHEREAS, Dr. Samuel Williams, Jr. inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Samuel Williams, Jr. serve as an example to all; and

WHEREAS, Dr. Samuel Williams, Jr. will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Sandra; his son, Samuel III; his daughter, Danielle; his three stepdaughters, Yolanda, Sharen and Marquita; and his five grandchildren, Dr. Samuel Williams, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Dr. Samuel Williams, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Samuel Williams, Jr.

TRIBUTE TO LATE MS. ESTHER POLISHUCK ZACKLER.

WHEREAS, Esther Polishuck Zackler has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has be informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Lincolnwood, Esther Polishuck Zackler was a lifelong supporter of Jewish causes and an influential leader of the progressive wing of the Zionist movement; and

WHEREAS, Esther Polishuck Zackler served on several committees of the World Zionist Organization and was a member of the General Assembly of the Jewish Agency, the World Movement of Pioneer Women and the National Executive Board of the Labor Zionist Alliance; and

WHEREAS, Esther Polishuck Zackler also served on the Illinois Status of Women Commission, the Board of Jewish Education and the Board of the Jewish National Fund; and

WHEREAS, Esther Polishuck Zackler was a graduate of the DePaul University College of Law and practiced law, specializing in labor-management relations; and

WHEREAS, Esther Polishuck Zackler inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Esther Polishuck Zackler serve as an example to all; and

WHEREAS, Esther Polishuck Zackler was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Esther Polishuck Zackler imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Esther Polishuck Zackler for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Esther Polishuck Zackler.

**CONGRATULATIONS EXTENDED TO MS. MARIANNE WOLF-
ASTRAUSKAS ON FIFTIETH BIRTHDAY.**

WHEREAS, Marianne Wolf-Astrauskas, a widely admired citizen of the City of Chicago, will join with family members and friends on Wednesday, September 1, 2004, to celebrate the joyful occasion of her fiftieth birthday; and

WHEREAS, The Chicago City Council has been informed of this milestone by Alderman Edward M. Burke; and

WHEREAS, Born and raised in Joliet, Illinois, Marianne Wolf-Astrauskas is the darling daughter of Cecelia and Joseph Wolf; and

WHEREAS, A woman of dignity, grace and charm, Marianne Wolf-Astrauskas has made many important contributions to our city through her accomplishments as the director of volunteers for the Department of Cultural Affairs; and

WHEREAS, Marianne Wolf-Astrauskas is the founder and the catalyst of the Stockings From Santa Program, a philanthropic effort that annually provides Chicago's school children with a chance to meet Santa Claus and receive stockings full of gifts and joy; and

WHEREAS, Marianne Wolf-Astrauskas was instrumental in supplying two hundred thirty volunteers for the Grand Opening of Millennium Park during the summer of 2004; and

WHEREAS, Those dearest to Marianne Wolf-Astrauskas have always cherished her many extraordinary qualities, especially her compassion and thoughtfulness toward others; and

WHEREAS, A resident of the Beverly community, Marianne Wolf-Astrauskas is also a published and award-winning writer with many creative strengths; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby express our warmest and most heartfelt congratulations to Marianne Wolf-Astrauskas on the occasion of her fiftieth birthday and do hereby extend every best wish for her future joy and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marianne Wolf-Astrauskas.

**CONGRATULATIONS EXTENDED TO HONORABLE CHARLES R.
BOWEN ON RETIREMENT FROM CAREER
IN PUBLIC SERVICE.**

WHEREAS, The Honorable Charles R. Bowen, Executive Assistant and Senior Cabinet Member to Mayor Richard M. Daley, has announced his retirement following a long and distinguished tenure in public service; and

WHEREAS, The Chicago City Council has been informed of his retirement by Alderman Edward M. Burke; and

WHEREAS, As a top advisor to the Daley Administration, The Honorable Charles R. Bowen served as a mayoral liaison to ministers and kept the Mayor informed about issues and concerns within the African-American community; and

WHEREAS, The Honorable Charles R. Bowen is a past member of the Cook County Board of Commissioners and a former deputy clerk of the Board; and

WHEREAS, An individual who has strived throughout his life to contribute to his community, The Honorable Charles R. Bowen is a valued member of Concerned Clergy, a founding member of the National African-American Military Museum and a member of the Jackson Park Gala Committee as well as the civic leaders of the Chicago area; and

WHEREAS, The Honorable Charles R. Bowen worked for twenty-three years in the private sector for a leading beverage company and also generously gave of his time and many considerable talents to the N.A.A.C.P. and the Urban League; and

WHEREAS, The decades of hard work, sacrifice and dedication demonstrated by The Honorable Charles R. Bowen will long be remembered and admired; and

WHEREAS, A resident of the "Gap" on the south side, The Honorable Charles R. Bowen is the loving husband for fifty-two years of Verna and is a passionate collector of African and African-American art; and

WHEREAS, The Honorable Charles R. Bowen is an individual of great integrity and accomplishment who is worthy of our respect; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby congratulate The Honorable Charles R. Bowen on his retirement and do hereby express our fondest and best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable Charles R. Bowen.

**CONGRATULATIONS EXTENDED TO LIEUTENANT JAMES GRIFFIN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, James Griffin, a widely respected member of the law enforcement community, has officially retired as a lieutenant in the Chicago Police Department following thirty-three years of dedicated and tireless public service; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A fourth generation Chicago police officer, James Griffin began his esteemed career in public service in 1971 and initially served in the 19th and 20th Districts before becoming an Area 5 youth officer in 1981; and

WHEREAS, James Griffin was promoted to the rank of sergeant in 1982 and worked in a variety of important assignments; and

WHEREAS, James Griffin served as a sergeant in the 20th District, the Narcotics Division, Auto Theft, the Drug Enforcement Agency Task Force and the Narcotics and Gang Investigations Section; and

WHEREAS, In 2001, James Griffin continued to rise through the ranks when he was promoted to the rank of lieutenant and in that capacity served with honor and distinction in the 11th District, the Legal Affairs Section and the Narcotics and Gang Investigations Section; and

WHEREAS, Throughout his long and illustrious career, James Griffin upheld the finest and most noble traditions of public service; and

WHEREAS, In recognition of his tireless efforts on behalf of the citizens of Chicago, James Griffin was awarded over fifty Honorable Mentions, sixteen Department commendations and one meritorious unit citation; and

WHEREAS, Above all else, James Griffin is a devoted husband and father of three remarkable children; and

WHEREAS, Along with his wife, Cyndy, James Griffin lived for twenty-two years in the Old Norwood Park neighborhood where they raised a close and loving family and belonged to Immaculate Conception parish; and

WHEREAS, In their retirement, James and Cyndy Griffin will live in Lake Carroll where they will devote more time to their family, friends and leisure interests; and

WHEREAS, James Griffin is an individual of great integrity and achievement who is worthy of deep and everlasting gratitude for his many years of outstanding service to the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby congratulate James Griffin on his retirement and do hereby express our warmest and best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Griffin.

CONGRATULATIONS EXTENDED TO SISTER MARY PAUL
MC CAUGHEY, O.P. ON RECEIPT OF GRATIAM DEI
AWARD FROM AMERICAN CATHOLIC PRESS.

WHEREAS, The *American Catholic Press* has named Sister Mary Paul McCaughey, O.P., the 2004 recipient of the Gratiam Dei Award in recognition of her outstanding service as the president of Marian Catholic High School in Chicago Heights over the past twelve years; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Gratiam Dei Award (the Grace of God Award) is the highest honor bestowed by the *American Catholic Press*, a longtime publisher of hymnals, missals, books and other materials relating to the liturgy and the Catholic faith; and

WHEREAS, Under the leadership and guidance of Sister Mary Paul McCaughey, O.P., Marian Catholic High School has earned a place as one of the top schools in the nation, private or public; and

WHEREAS, Sister Mary Paul McCaughey, O.P., has inspired the lives of countless students through her pursuit of excellence and many years of outstanding work as both an educator and administrator; and

WHEREAS, Sister Mary Paul McCaughey, O.P., is an individual of great integrity and accomplishment who is exceedingly worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby congratulate Sister Mary Paul McCaughey, O.P., on receiving this prestigious honor and do hereby extend our warmest and best wishes for her continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Mary Paul McCaughey, O.P.

*CONGRATULATIONS EXTENDED TO REVEREND JOHN P. MINOGUE
ON RETIREMENT FROM DE PAUL UNIVERSITY.*

WHEREAS, The Reverend John P. Minogue will be honored for his distinguished service as the tenth president of DePaul University at a special gathering of religious, civic and business leaders on Wednesday, September 8, 2004; and

WHEREAS, The Chicago City Council has been informed of this auspicious event by Alderman Edward M. Burke; and

WHEREAS, The Reverend John P. Minogue retired as the head of DePaul University in June of 2004 after serving as its president since 1993; and

WHEREAS, Under the leadership and guidance of The Reverend John P. Minogue, DePaul grew to become America's largest Catholic university and the seventh largest private university in the nation; and

WHEREAS, While increasing student satisfaction with the school to an all-time high, The Reverend John P. Minogue also expanded the number of its suburban campuses from two to five and established international programs in Hong Kong, Bahrain and the Czech Republic; and

WHEREAS, A member of the Congregation of the Mission, the religious community that founded and sponsors DePaul University, The Reverend John P. Minogue has demonstrated a long history of service to the university; and

WHEREAS, The Reverend John P. Minogue has ably served on the university's Board of Directors since 1991 and was one of the members of the corporation from 1981 to 1991; and

WHEREAS, The Reverend John P. Minogue is an individual of profound integrity and achievement who is exceedingly worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby express our deep and everlasting gratitude to The Reverend John P. Minogue for his distinguished tenure as president of DePaul University and do hereby express our best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Reverend John P. Minogue.

*CONGRATULATIONS EXTENDED TO RABBI WILLIAM Z. NOVICK
ON APPOINTMENT AS NATIONAL VICE PRESIDENT OF
WEIZMANN INSTITUTE AMERICAN COMMITTEE.*

WHEREAS, Rabbi William Z. Novick, a widely respected member of Chicago's religious community, has served with honor and distinction for the past forty years as the director of the Midwest region of the American Committee for the Weizmann Institute of Science; and

WHEREAS, Rabbi William Z. Novick will be leaving his post to take on a new national vice presidency with Weizmann's American Committee; and

WHEREAS, The Weizmann Institute of Science, located in Rehovot, Israel, is one of the world's top-ranked multidisciplinary research institutions which has been responsible for many breakthroughs, including the world's first dictionary of genetic codes and the creation of new treatments for certain diseases; and

WHEREAS, During his four decade tenure as the Institute's regional director in Chicago, Rabbi William Z. Novick has forged productive and lasting relationships between the Institute and its many friends throughout the Chicago metropolitan area; and

WHEREAS, In recognition of his many years of dedicated and noble service, Rabbi William Z. Novick will be honored at a special tribute to be held on Sunday, September 12, 2004, during which leaders of the Institute will announce the establishment of the William Z. and Eda Bess Novick New Scientists Fund at the Weizmann Institute of Science in Rehovot, Israel; and

WHEREAS, A man committed to excellence who maintains a high level of integrity, Rabbi William Z. Novick has many times over earned this distinguished honor through his unparalleled devotion to the progress of the Institute; and

WHEREAS, Rabbi William Z. Novick is an individual of immense professional accomplishment and personal goodness who is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby congratulate Rabbi William Z. Novick on his many years of dedicated service as regional director and do hereby congratulate him on his new appointment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rabbi William Z. Novick.

*CONGRATULATIONS EXTENDED TO MS. ROSALIE THOMPSON ON
RETIREMENT FROM SOCIAL SECURITY ADMINISTRATION.*

WHEREAS, Rosalie Thompson will officially retire from the United States Social Security Administration on September 3, 2004, following forty-two years of dedicated and tireless public service; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, For the past twenty-three years, Rosalie Thompson has served with honor and distinction as the manager of the social security office located at 8658 South Sacramento Avenue which represents the agency's largest district with over seven hundred fifty thousand residents living on the southwest side of Chicago and nearby suburbs; and

WHEREAS, Rosalie Thompson has received numerous awards for her efforts to promote quality services in her office and among these prestigious accolades are three Social Security Administration Commissioner's Citations, the agency's highest honor; and

WHEREAS, Throughout her illustrious career, Rosalie Thompson's constant pursuit of professional excellence inspired countless numbers of her fellow employees to also strive for greatness in the workplace; and

WHEREAS, Rosalie Thompson has been a valued employee of the United States Social Security Administration which provides benefits for one out of five Americans and effects more people directly than any other government agency; and

WHEREAS, Rosalie Thompson is also a longtime and active participant in community affairs and has ably and most generously served as a board member and officer for the PLOWS Council on Aging since 1992; and

WHEREAS, The hard work, sacrifice and dedication of Rosalie Thompson serve as an example to all; and

WHEREAS, Rosalie Thompson is an individual who is exceedingly worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby congratulate Rosalie Thompson on her retirement and do hereby express our warmest and best wishes for her continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosalie Thompson.

**CONGRATULATIONS EXTENDED TO MR. GORDON B. HINCKLEY
ON RECEIPT OF MEDAL OF FREEDOM FROM
PRESIDENT GEORGE W. BUSH.**

WHEREAS, President George W. Bush has bestowed the nation's highest civil honor, the Medal of Freedom, upon Gordon B. Hinckley, President of the The Church of Jesus Christ of the Latter-day Saints; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Gordon B. Hinckley was among thirteen recipients that included Pope John Paul II, Arnold Palmer, Estee Lauder and Robert L. Bartley; and

WHEREAS, In presenting the Medal of Freedom awards at a White House ceremony, President George W. Bush noted that Gordon B. Hinckley was a descendant of Mormon pioneers and had faithfully served his church with tireless devotion since 1935; and

WHEREAS, The official written citation states, "As the president of The Church of Latter-day Saints, and throughout his nearly seventy years in church leadership, Gordon B. Hinckley has inspired millions and has led efforts to improve humanitarian aid, disaster relief and education funding across the globe"; and

WHEREAS, "His tireless efforts to spread the word of God and to promote goodwill have strengthened his faith, his community and our nation. The United States honors Gordon B. Hinckley for his devoted service to his church and to his fellowman"; and

WHEREAS, The many decades of hard work, sacrifice and dedication of Gordon B. Hinckley serve as an example to all; and

WHEREAS, Gordon B. Hinckley is a prominent religious leader of many great and meaningful contributions who is exceedingly worthy of our great respect and admiration; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby congratulate Gordon B. Hinckley on receiving the Medal of Freedom and do hereby express our warmest and best wishes for his continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gordon B. Hinckley.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MRS. ELNORA BUCHANAN.

WHEREAS, God in His infinite wisdom and goodness has removed from us Elnora Buchanan (better known as Ms. Williams) and a longtime resident of Englewood; and

WHEREAS, The alderman, staff and the 16th Ward community, do join the entire family in their moment of grief and therefore commend them to Almighty God, who in his greatness has promised comfort and salvation for all in this needed moment, now and for always; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago on this day, do hereby express our deep and sincere sympathy to the entire family in their loss. May you always rely on Him who will heal all sorrow,

The silent tears that each must shed,

Like rain upon the ground,

Will nourish all that love her,

Which did in life abound,

Mother's labors now are over,

Her earthly labor done,

And now she rest in peaceful sleep,
Her rich rewards are won,
Her family sheds a silent tear,
The children, grand and great grandchildren,
sister, nieces, nephews and friends,
too, must mourn,
But they again will meet her,
When eternal life is born.

Be It Further Resolved, That a suitable copy of this resolution be presented to her better half, Lonnie, and all of her children.

***GRATITUDE EXTENDED TO REVEREND JAMES E. HOLLINS, SR. FOR
OUTSTANDING SPIRITUAL LEADERSHIP AND CONTRIBUTION
TO THE REVEALING MISSIONARY BAPTIST CHURCH.***

WHEREAS, On September 12, 2004, his faithful followers and many friends will gather to pay tribute to The Reverend James E. Hollins, Sr., Founding Pastor of The Revealing Missionary Baptist Church, for his thirty years of tireless and lasting contributions to his grateful congregation and community; and

WHEREAS, Having established The Revealing Missionary Baptist Church in 1974 on Chicago's great south side, Reverend James E. Hollins, Sr. has developed it gradually and firmly into a powerful spiritual force. With a myriad of beneficial programs and policies, he has led the church into the 21st century; and

WHEREAS, Over the past thirty years, untold thousands of citizens have learned and watched their lives improve due to the teachings and spiritual healings of Reverend James E. Hollins, Sr.. He has reached far beyond the church into the larger Chicago community through various outreach programs, and his community festival, now an annual tradition, has brought many into the fold; and

WHEREAS, Through facilities outside the church building, such as a community service center and a year-round after school program, Reverend James E. Hollins, Sr. has become loved and respected by a multitude. His personal life is also inspiring. A deeply religious leader, he is also an outstanding family man. He and his lovely wife, Brenda, have been married since 1970 and have raised seven lovely children. He imparts to them his impeccable morals and values and heartily exemplifies the spirit and strength of family life; and

WHEREAS, Reverend James E. Hollins, Sr. is widely admired for his preachings and is entirely deserving of this tribute; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby join in the tribute to The Reverend James E. Hollins, Sr., Founding Pastor of The Revealing Missionary Baptist Church, 5117 South Racine Avenue. We are aware of Reverend Hollins' contributions and wish this great spiritual leader continuing inspiration and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend James E. Hollins, Sr.

Presented By

ALDERMAN L. THOMAS (17th Ward):

TRIBUTE TO LATE MRS. SAVANNAH GOODE REAMS.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Savannah Goode Reams, beloved citizen, friend and public servant, June 27, 2004, at the age of eighty-three years; and

WHEREAS, Born in Roanoke, Virginia, April 1, 1921, Savannah Goode attended Roanoke public schools, majored in elementary education at Kentucky State College and received her B. A. degree from Western Reserve University in Cleveland, Ohio; and

WHEREAS, After graduation, Savannah Goode met and married Cauncey L. Reams and moved to Chicago. From this union two children were born, and, while passionate about her family, Savannah Reams also forged an outstanding career as a teacher and counselor in the Chicago Public Schools system. She was a deeply religious person and a longtime member of Faith United Methodist Church. She was highly active in many civic organizations, including but not limited to Operation PUSH, the NAACP, The Urban League, the Civic Liberty League and many other smaller groups as well, e.g., the 73rd/Stewart Block Club; and

WHEREAS, Also highly active in cultural and social events, Savannah Goode Reams was recipient of numerous citations and acknowledgments. She was immensely popular. Her husband and son, Sandy, having predeceased her, she leaves to celebrate her accomplishments a loving daughter, Frances Reams King; four grandchildren, Nacobi and Nevon Reams, Jessica and Chauncey King; seven great-grandchildren; one sibling, Flordy Graves; other relatives and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby express our sorrow on the passing of Savannah Goode Reams and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Savanna Goode Reams; and

Presented By

ALDERMAN MURPHY (18th Ward):

TRIBUTE TO LATE MR. JAMES EARL CASTLEBERRY.

WHEREAS, God in His infinite wisdom called to his eternal reward James Earl Castleberry on July 16, 2004, born in Gobler, Missouri and later moved to Chicago, employed for twenty years as a Cook County Sheriffs deputy; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Thomas W. Murphy; and

WHEREAS, James Earl Castleberry was born on March 27, 1945 and educated in the Missouri School System. James later moved to Chicago and achieved an associate's degree at Malcolm X College; and

WHEREAS, "Cass", as he was affectionately known, believed in the importance of family and friends. James Earl leaves to cherish his memory his loving wife, Sabrina; five daughters, Diane, Jacqueline Dellier (John), LaChunda, Jacqueline Yolanda and Jacqueline Renee; three sons, William (Roshal), James, Jr. and Albert; two brothers, Auburn and Elbert (Patsy); two sisters, Angela and Sylvia (Charles); seventeen grandchildren; mother-in-law, LuLa Taylor; father-in-law, Hosie Taylor; four sisters-in-law, Helen (Eddie), Carrie, Ethel and Easter (Mardell); one brother-in-law, Arthur (Rose); two good friends, Eddie Avant and Cedric McKisick; and a host of nieces, nephews, loved ones and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this first day of September, 2004 A.D., do hereby express our sorrow on the passing of James Earl Castleberry and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cass' family.

TRIBUTE TO LATE MR. THOMAS JOSEPH HENRY.

WHEREAS, God in His infinite wisdom called to his eternal reward Thomas Joseph Henry on July 28, 2004, born in Chicago, Illinois and employed for thirty-two years by the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Thomas W. Murphy; and

WHEREAS, Thomas Joseph Henry was born on August 24, 1947 and as a young man recognized the need for education; he attended and graduated from Saint Gabriel Grammar School and De La Salle High School; he also attended Loyola University. In 1965, Thomas joined the United States Air Force where he served in Vietnam for four years and was honorably discharged; and

WHEREAS, "Tommy", as he was affectionately known, believed in the importance of family and friends. Tommy was united in marriage on September 4, 1983 to Mary Lauzon and from this union Tommy and Mary were blessed with two children that he adored, Daniel and Bridget; and

WHEREAS, Tommy was an avid reader and unique debater until his untimely passing, leaving all who knew him with a deep sense of loss for a man who treated everyone as though they were a member of his own family. We will miss "Tommy" the "Debater" and his smile; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this first day of September, 2004 A.D., do hereby express our sorrow on the passing of Thomas Joseph Henry and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas' family.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO BARBARA AND JOHN
REGAN ON FIFTIETH WEDDING ANNIVERSARY.**

WHEREAS, Barbara and John Regan celebrated their fiftieth wedding anniversary on Thursday, July 29, 2004; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Barbara and John were married in Henderson, Kentucky, on July 29, 1954; and

WHEREAS, Their fifty years of married life have produced a loving and close family: John, Jr. and his wife, Patricia; Bob and his wife, Joanne; Terry and Mary; Kevin and Sue; and nine wonderful grandchildren, Bob, Kylene, P.J., Kimberly, Kaitlyn, Erin, Ashley, Kevin and Patrick; and

WHEREAS, Both Barbara and John are retired from the Board of Education. During their free time they enjoy reading, gardening and traveling; and

WHEREAS, Barbara and John are active members in the parish community of Saint Barnabas for the past thirty years; and

WHEREAS, Barbara and John have celebrated five decades of marriage in loving and constant devotion to one another, truly exemplifying the spirit of the Sacrament of Marriage and serving as a model and inspiration to their children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004, do hereby extend our heartiest congratulations to Barbara and John Regan upon their fiftieth anniversary of their marriage, and join with their family and friends in wishing them many, many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Barbara and John Regan.

**CONGRATULATIONS EXTENDED TO OFFICER ALBERT SUSNIS
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Police Officer Albert Susnis, Star Number 3178, has announced his retirement after thirty-six years of dedicated service to the Chicago Police Department effective June 6, 2004; and

WHEREAS, The Chicago City Council has been informed of his retirement by Alderman Virginia A. Rugai; and

WHEREAS, Police Officer Susnis was born June 6, 1941. He graduated from Saint Louis of France Grammar School and Mendel High School; and

WHEREAS, Albert Susnis began his career as a patrolman with the Chicago Police Department on June 24, 1968. He was first assigned to the 5th District and remained there his entire career; and

WHEREAS, Police Officer Susnis has been awarded several commendations for his courage, heroism and bravery throughout his career as a Chicago Police Officer; and

WHEREAS, Police Officer Susnis upheld the finest traditions of the Chicago Police Department and was respected for his character, intelligence, courage and humor by all who served with him; and

WHEREAS, Police Officer Susnis and his wife, Paula, reside in Saint Christina parish and are the proud parents of five sons: Anthony, Eric, Troy, Brian and Albert; and

WHEREAS, In addition to relaxing, Albert will be filling his days traveling the area searching for antiques; and

WHEREAS, On August 21, 2004, Police Officer Susnis will be joined by his family and many friends to acknowledge and celebrate his career as a member of the Chicago Police Department; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this first day of September, 2004, do hereby congratulate and pay tribute to Police Officer Susnis for his thirty-six years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Susnis.

Presented By

ALDERMAN SOLIS (25th Ward):

**DECLARATION OF OCTOBER 8, 2004 AS "L.I.N.C.-TELACU
SCHOLARS DAY IN CHICAGO".**

WHEREAS, The TELACU Scholarship Program was created in 1983 to help raise the promise, performance and potential of Hispanic students dedicated to continuing their education; and

WHEREAS, In 1991, the TELACU Education Foundation was established to expand the TELACU Scholarship Program for the purpose of providing a comprehensive program of counseling, mentoring and advancement opportunities; and

WHEREAS, In the year 2000, TELACU expanded its educational efforts on a national level with the creation of Latino Initiatives for the New Century (L.I.N.C.); and

WHEREAS, L.I.N.C.-TELACU scholarships have impacted many lives supporting more than six hundred students each year through a unique collaboration of businesses and colleges and universities; and

WHEREAS, L.I.N.C.-TELACU Education Foundation has an established record of success, with one hundred percent of all high school and college senior award recipients completing graduation; and

WHEREAS, This year's L.I.N.C.-TELACU scholarship award recipients are to be commended for their outstanding record of achievement, dedication to their community and hard work in meeting higher academic goals; and

WHEREAS, On October 8, 2004, L.I.N.C.-TELACU Education Foundation will honor the talented scholarship recipients and will also celebrate its accomplishments and lasting contributions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby declare that October 8, 2004, be known as L.I.N.C.-TELACU Scholars day in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to L.I.N.C.-TELACU Education Foundation.

Presented By

ALDERMAN BURNETT (27th Ward):

**CONGRATULATIONS EXTENDED TO MR. DANIEL P. O'BRIEN, SR.
ON RECEIPT OF "RERUM NOVARUM" AWARD FROM
HIS EMINENCE FRANCIS CARDINAL GEORGE.**

WHEREAS, On October 24, 2004, Daniel P. O'Brien, Sr., an outstanding citizen and upstanding member of his community, is being honored by Saint Joseph's Seminary at their annual "Seminary Salutes" dinner with the "Rerum Novarum" Award to be presented by His Eminence Francis Cardinal George; and

WHEREAS, This award, created in 1991 by the late Cardinal Joseph Bernardin was named in honor of an encyclical issued by Pope Leo XIII in 1891 that supported the basic rights and dignity of the worker. Every year this prestigious award is given to an outstanding Catholic business, labor or government leader who best exemplifies the ideals set forth in that legendary papal decree; and

WHEREAS, Daniel P. O'Brien, Sr. is such a leader. Born on this city's west side in 1924, he established his first business, shoe shining, at the age of ten to help pay for his family's rent. He left high school to enlist in the United States Coast Guard after Pearl Harbor was attacked and served on a transport ship, the USS Wakefield; and

WHEREAS, While his ship was stationed in Boston, Massachusetts, Daniel P. O'Brien, Sr. met Mary Davis at a dance. They now have been married for more than sixty years. When they returned to this city, the O'Briens started their own cab company. Today, they have several successful businesses, the most notable being the legendary O'Brien's Restaurant in the Old Town neighborhood; and

WHEREAS, Daniel P. O'Brien, Sr., at the age of eighty, still puts in a prodigious number of hours each week, abiding by his oft-quoted motto, "If you like what you do, you'll never have to work a day in your life!"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council do hereby salute Daniel P. O'Brien, Sr. as he garners yet another honor in his long and illustrious business career and wish him good health and best wishes for continued success in everything he does; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Daniel P. O'Brien, Sr.

Presented By

ALDERMAN E. SMITH (28th Ward):

TRIBUTE TO LATE MR. KARL GERALD MC CORD.

WHEREAS, God in His infinite wisdom has seen fit to call Karl Gerald McCord to his eternal reward in the early hours of July 29, 2004; and

WHEREAS, Karl Gerald McCord entered this life in this city on February 10, 1954, born to the union of Leo and Josephine McCord. He was baptized at Saint Malachy Catholic Church, attended Saint Mathews Grammar School, completed his high school at Providence-Saint Mel and enlisted in the United States Army. When he completed his military obligation, he was honorably discharged; and

WHEREAS, Karl Gerald McCord was a linguist who could converse in five languages and was the author of several published books of poetry; and

WHEREAS, The Honorable Ed H. Smith of the 28th Ward has informed this august body of the passing of Karl Gerald McCord; and

WHEREAS, Although a son, Karl L. McClinton and a brother has preceded him in death, he leaves behind to mourn his passing his parents; eight brothers and sisters; two daughters; three sons; two grandchildren; and a whole host of uncles, aunts, cousins, nieces, nephews and friends too numerous to mention; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this first day of September, 2004, do hereby extend our heartfelt condolence to the many family and friends of Karl Gerald McCord and express our sincerest sorrow at the news of his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the parents of Karl Gerald McCord.

TRIBUTE TO LATE MR. HARRY JAMES MC LAUGHLIN.

WHEREAS, God in His infinite wisdom has called home his humble servant Harry James McLaughlin on August 6, 2004; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward has informed this august body of his passing; and

WHEREAS, Harry James McLaughlin was born to the union of the late Reverend John Lee and Annie Belle Winchester McLaughlin on October 9, 1930 in Charlotte, North Carolina as the tenth of twelve children. He was baptized at an early age in the Church of God located in Asheville, North Carolina and attended Erbin Temple High School in Woodleaf, North Carolina. In 1951, Harry James McLaughlin enlisted in the United States Army where he served as a medical specialist; and

WHEREAS, After leaving the military, Harry James McLaughlin became an entrepreneur and, as a master cement finisher, worked for many years in various locales across the nation. In 1956, he married Bertha Lorena Whitaker and together they were blessed with two daughters and two sons; and

WHEREAS, Besides his two daughters, Renee Ousley and Carmen Blaclmon; two sons, Gary and Kevin McLaughlin, Harry James McLaughlin leaves to mourn his passing a brother, Samuel V. McLaughlin; three sisters, Daisy McCathern, Bertiree Shorter and Alice E. Johnson; twelve grandchildren; seven great-grandchildren; and a whole host of nieces, nephews, other relations and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this first day of September, 2004, do hereby express our deepest sympathy to the family and friends of Harry James McLaughlin and extend our heartfelt condolence at the news of his passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Harry James McLaughlin.

TRIBUTE TO LATE MR. PAUL WESLEY RAMEY.

WHEREAS, On July 22, 2004, God in His infinite wisdom granted eternal rest and lasting peace to Paul Wesley Ramey, an outstanding citizen and member of the community; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward has informed this august body of his passing; and

WHEREAS, Paul Wesley Ramey began life June 6, 1952 as the first of two sons born to Edward and Eudora Ramey here on this city's west side. At the age of seven, he committed his life to Christ at Saint Stephen African Methodist Episcopal Church to which both his mother's and father's family belonged. After graduating with honors at Charles Sumner Elementary School, he became the first African-American to attend Steinmetz High School where he also became the first African-American concert violinist and the first African-American to rise to the rank of captain in its Reserved Officer's Training Corps; and

WHEREAS, In 1969, Paul Wesley Ramey volunteered for military service in the United States Navy aboard the USS L.Y. Spear during the Viet Nam war. He received a National Defense Medal and an honorable discharge in 1975. Upon his return to civilian life, he attended the University of Dubuque in Iowa where he was point guard on the basketball team as well as majoring in political science and business administration. He transferred to Old Dominion in Norfolk, Virginia where he met and married Beatrice Ramey. One son was born to this union; and

WHEREAS, In 1979, Paul Wesley Ramey returned to the Chicago area where he was retained as a community service representative in the suburb of Robbins. Four years later, the mayor of Robbins appointed him director of the Mayor's Office of Community Affairs where he became a member of the American Planners Association as well as both the American and Illinois Enterprise Zone Associations. Paul Wesley Ramey served on several committees and was chairman for the Build Illinois Enterprise Zone and the Membership Committees. In 1974, he married his second wife, Airetta in the church where he was baptized. Three sons were born to this union; and

WHEREAS, Paul Wesley Ramey returned to this city's North Lawndale neighborhood and together with a longtime friend and business associate, Charles Howleit committed himself to the betterment of this community through his consulting firm and subsidiary companies. His collaborative efforts and volunteer board work include the C.T.A. Green Line Task Force, the Garfield Park Conservatory, co-chairing the Enterprise Zone Coordinating Council, the Garfield Park Golden Dome restoration, the Henry Horner, Ida B. Wells and Cabrini-Green Chicago Housing Authority development transformations, the West Side Armory, chairing the Sumner Elementary Local School Council, serving as a 24th Ward precinct captain, the West Cluster Collaborative, Sears Homan Square redevelopment, the Young Men's Educational Network and serving as legislative liaison on the City Council Committee on Ports, Wharves and Bridges; and

WHEREAS, Paul Wesley Ramey was an avid outdoorsman, annually cultivating a garden as well as being an expert fisherman. He leaves behind to mourn his passing and remember his legacy his wife; his mother; his sons, Dorian, Paul II, Xavier, Arwann and Antwann; a brother, Jonathan; four grandchildren; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this first day of September, 2004, do hereby express our heartfelt sorrow at the passing of such an outstanding and productive community activist and extend our sincerest condolence to his numerous family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Paul Wesley Ramey.

TRIBUTE TO LATE MR. BRYANT LAMONT RIDDLE.

WHEREAS, God in His infinite wisdom has seen fit to call Bryant Lamont Riddle to eternal rest; and

WHEREAS, Bryant Lamont Riddle was born to the union of Mary and Addison Riddle on December 17, 1976 as the youngest of twelve children. He attended the Delano Elementary and Austin High Schools and was a member of the Saint Rest Missionary Baptist Church under the leadership of the Reverend Dr. Forest Norvell; and

WHEREAS, Bryant Lamont Riddle was well-known and liked throughout his entire community. He leaves behind to remember his short life and keep his memory alive his mother and father; eight sisters, Yvonne, Mary, Martha, Elizabeth, Linda, Regina, Anita and Donna; two brothers, Robert and Craig; as well as a host of nieces, nephews, cousins, aunts, one uncle and friends including his special friend, Lisa; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward has informed this august body of his passing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this first day of September, 2004, do hereby express our sorrow on the loss of one so young and extend our condolence to the many family members and friends of Bryant Lamont Riddle; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to his mother, Mary Riddle.

TRIBUTE TO LATE MS. CHIQUITA MONIQUE YORK.

WHEREAS, God, in His infinite wisdom, has seen fit to call Chiquita Monique York in the prime of her life on earth to her heavenly reward; and

WHEREAS, The Honorable Ed H. Smith, Alderman of the 28th Ward, has informed this august body of her untimely passing; and

WHEREAS, Chiquita Monique York was born in this city May 30, 1982 to Patricia Richardson and the late Bernie York. Having accepted Christ at an early age, she was baptized at Shiloh Missionary Baptist Church under the leadership of The Reverend F. W. Hargrett. Chiquita Monique York attended the Chicago Public Schools graduating from Melody Elementary School and finishing at Prosser Career Academy. The Chicago Public Schools also employed her; and

WHEREAS, Chiquita Monique York was family oriented and spent most of her spare time caring for her daughter and preparing for the birth of her new son. She leaves behind to cherish her life and mourn her passing two children, Arionna and Arion; her children's father Arion Givens; her mother; her two grandmothers, Carrie York and Mrs. Leroy Richardson; two sisters, Patrice Richardson and Ciara Lanier; four brothers, Ramon Lee, Carnell, Cyree and Christopher; eleven uncles; five aunts; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council do hereby express our deepest sorrow at the passing of one so young as Chiquita Monique York and extend our heartfelt condolence to her family and friends; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to the family of Chiquita Monique York.

Presented By

ALDERMAN CAROTHERS (29th Ward):

TRIBUTE TO LATE MS. BETTY M. ABRAMS.

WHEREAS, In His infinite wisdom, God has rewarded Betty M. Abrams, an outstanding member of her community, with eternal peace; and

WHEREAS, Betty M. Abrams was born in this city on April 12, 1934 and baptized at the age of four at the Morning Star Baptist Church. She attended the Chicago Public Schools and graduated from Wendell Phillips High School. Her advanced education took place at Roosevelt University, the Moody Bible Institute and the Chicago Conservatory of Music; and

WHEREAS, Betty M. Abrams was a musical prodigy, beginning her long career when only eight years of age at the church where she was baptized. She started out by playing for the Senior Choir and the Women's Echoing Ensemble. At the age of twelve, she was elevated to church organist. She also was a prodigious volunteer, serving as a member of the Young Women's Association, the Baptist Training Union, the Girls Auxiliary and the Sunday school; and

WHEREAS, Betty M. Abrams also served as musician at several other houses of worship on this city's west side including Saint Paul Baptist, Hope Presbyterian, Warren Central United Presbyterian, Seventh Presbyterian, Pine Avenue Presbyterian, Emmanuel Reformed and Christ Community Non-Denominational churches; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has informed this august body of the passing of Betty M. Abrams; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, gathered here this first day of September, 2004, do hereby extend our condolences to the family and friends of Betty M. Abrams and express our sincerest sorrow at her passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Betty M. Abrams.

TRIBUTE TO LATE MRS. MARY FRANCES HAWTHORNE-ALLEN.

WHEREAS, God, in His infinite wisdom, has called Mary Frances Hawthorne-Allen to her eternal reward on March 31, 2004; and

WHEREAS, Mary Frances Hawthorne-Allen was born in Solis, Mississippi on July 14, 1939 as the youngest of thirteen children born to the union of Jim and Fannie Hawthorne. In her teenaged years, she came to this city to live with her sister, Eva, and graduated from Englewood High School on Chicago's south side. At the age of eighteen, she was baptized in the Roman Catholic faith; and

WHEREAS, Mary Frances Hawthorne-Allen was married to Willie Lee Allen in 1962. Five children were born from this union. She also held several positions at various companies and her most recent position was as a tax preparer for H & R Block; and

WHEREAS, Mary Frances Hawthorne-Allen leaves behind to cherish her memory three daughters, Lynn Hall, Bridgette and Pamela; two sons, Terry Lee and Willie Lee, Jr.; three brothers, Willie James, Robert and Willie B. Hawthorne; two sisters, Emma Johnson and Eartha Williams; fourteen grandchildren; three great-grand children; and a whole host of nieces, nephews, cousins and friends; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has informed this august body of her passing; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, gathered here this first day of September, 2004, do hereby extend our sincerest condolences at the passing of Mary Frances Hawthorne-Allen and express our deepest sympathy to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mary Frances Hawthorne-Allen.

TRIBUTE TO LATE MR. DAVID KEJUAN ASHFORD.

WHEREAS, In His infinite wisdom, God has chosen to call to His heavenly home David Kejuan Ashford after such a short stay on this earth; and

WHEREAS, David Kejuan Ashford was born to Tamica Ashford and Andre Dawson on April 30, 2002. He was a very active toddler who loved motorcycles and trains. He won the love of many with his warm smile and dimpled chin; and

WHEREAS, David Kejuan Ashford left this life on June 9, 2004, a victim of the rage of another; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has informed this august body of his tragic passing; and

WHEREAS, David Kejuan Ashford leaves behind to grieve and mourn for him his mother and father; two sisters, Gwendolyn Clay and Tyana Ashford; his grandmother, Janice Ashford; his great-grandmother, Clara Thompson; three uncles, Oscar Ashford, Gregory Ashford and Derrick Webster; four aunts, Vandolyn Stewart, Shonta Mitchell, Erica Tucker and Shareta Stewart; six great-aunts; five great uncles; and a whole host of other relatives; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, gathered here this first day of September, 2004, do hereby express our deepest sorrow on the passing of David Kejuan Ashford and extend our sincerest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of David Kejuan Ashford.

TRIBUTE TO LATE MR. KENNIETH DELANORE BOSTON.

WHEREAS, God, in His infinite wisdom, has granted Kennieth Delanore Boston eternal rest; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has informed this august body of his passing; and

WHEREAS, Kennieth Delanore Boston was born in this city on February 11, 1974 to the union of Joseph and Queen E. Boston and was baptized at the age of nine under the leadership of Pastor Frank Bellmon at New Saint John Missionary Baptist Church. He attended Garfield Preschool, Robert Emmett Grade School and Austin High School and most recently attended the Feltre School; and

WHEREAS, Kennieth Delanore Boston leaves behind to cherish his memory his mother, Queen Boston; a sister, Tawana; a brother Joseph, Jr.; three daughters, Shareika, Mahogany and Deanna; three sons, James, Nate and Kennieth, Jr.; a grandson, Ty-Reik; two grandmothers, Carran Collins and Geraldine Gardner; a grandfather, Lawrence Gardner; eight aunts; six uncles; and a host of relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, gathered here this first day of September, 2004, do hereby express our sincerest sorrow at his passing and extend our condolences to the family and friends of Kennieth Delanore Boston; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to his mother, Queen E. Boston.

TRIBUTE TO LATE MRS. LOUISE M. BROWN.

WHEREAS, In His infinite wisdom, God has called Louise M. Brown to her eternal reward; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward has informed this august body of her passing; and

WHEREAS, Louise M. Brown was born to the union of William and Annabelle Myles in this city on November 2, 1924. She graduated from McKinley High School in 1942 and continued her education at Cook County Hospital's School of Nursing and became a licensed practical nurse and practiced that profession for more than four decades serving the sick at several hospitals including her alma mater hospital as an emergency room nurse as well as providing private in-home care; and

WHEREAS, Louise M. Brown was an active parishioner of Saint Catherine of Sienna/Saint Lucy Church on this city's west side. In June of 1952, she married the late Governor Brown. Louise M. Brown leaves behind to cherish her memory two sisters, Anita Grier and Patricia Shumaker; nieces and nephews, Anna Lee, Geraldine, Brenda, Marsha, Belinda, Kim, Stephen, Bruce, Jr., Stephanie, Tennille, Michael, Toby and Connie; as well as a whole host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council, gathered here this first day of September, 2004, do hereby express our deepest sympathy at the passing of Louise M. Brown and extend our sincere condolence to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Louise M. Brown.

TRIBUTE TO LATE MR. MELVIN J. HILL.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Mr. Melvin J. Hill, a beloved citizen and friend; and

WHEREAS, A native of Chicago, Melvin was born June 5, 1926 to his loving parents, Cleve and Emma Hill. He was the seventh child to bless the Hill family; and

WHEREAS, This august body was informed of his passing by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, In 1990, Melvin J. Hill retired from Northwestern University Medical School, Chicago campus after thirty years of dedicated service. Melvin worked for Wrigley Field after his retirement and participated actively as a member of the Columbus Park Senior Group and Jackson Boulevard Block Club; and

WHEREAS, Mr. Melvin J. Hill was a vital and active member of Chicago's great 27th Ward community and will be deeply missed. He departed this life on July 12, 2004 and leaves to cherish his memory his loving wife of fifty-four years, Cathola; four children, Carlise, Denise, Derek (Diane) and Adrienne; five grandchildren, Nicole, Akira (Darius), Derek, Aundrea and Urix; three great-grandchildren, Kiarah, Jalen and Keaundrea; one sister, Gertrude Bonds; one brother, Ralph Hill; two brothers-in-law, John West (Priscilla) and Daveter Bonds, Sr.; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby express our sorrow on the passing of Mr. Melvin J. Hill and do hereby extend our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Melvin J. Hill.

TRIBUTE TO LATE SISTER GERTRUDE JONES.

WHEREAS, Sister Gertrude Jones has been called by God in His infinite wisdom to her eternal reward on July 16, 2004; and

WHEREAS, Sister Gertrude Jones was born to the union of Jerdine and Gertrude Coley in Stewart County, Georgia on February 13, 1911. She had four sisters and six brothers, all of whom preceded her in passing. Sister Jones joined Philadelphia Baptist Church on this city's west side and was a life-long member. She regularly attended church services and lead choral hymns until a month before her passage; and

WHEREAS, Sister Gertrude Jones married the late William Jones, Sr. and to this union were born three children. Two more were adopted. Three of her children have passed before her: Rosa Bell Way, Andrew Jones and Carl Jones; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, has informed this august body of her passing; and

WHEREAS, Sister Gertrude Jones leaves behind to cherish her memory two sons, William Jones, Jr. and Samuel Jones; a daughter-in-law, Johnnie Mae Jones; thirteen grandchildren; thirteen great-grandchildren and a whole host of nieces, nephews, cousins and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, do hereby extend our heartfelt condolences to the family and friends of Sister Gertrude Jones and express our deepest sorrow at her passing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Sister Gertrude Jones.

TRIBUTE TO LATE MR. WILLIE EARL WASHINGTON.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Mr. Willie Earl Washington, beloved citizen and friend; and

WHEREAS, The members of the Chicago City Council has been informed of Mr. Willie Earl Washington's passing by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, Born December 15, 1921 in Greenwood, Mississippi, Willie Earl was the loving son of Mr. Willie Earl, Sr. and Susie Washington. In 1968, Willie Earl Washington moved to Chicago and made this great city his home; and

WHEREAS, Mr. Willie Earl Washington was a devout member of Bethlehem Unity where he participated joyously with the congregation; and

WHEREAS, Mr. Willie Earl Washington, dearly beloved husband of Emma Washington; son-in-law of Robert Burton Butler; brother-in-law of Robert Jackson, Willie Copeland, Betty Gaines and Irene Jackson; father-in-law of David Glover and Kenneth Jenkins; father of Patricia Scale, Mary (Cornelius) Jeux, Earlene Buchanan, Martha Washington, Sammie Buchanan, Willie (Sherry) Washington, Jr. and Vern Washington; stepfather of Curtis Buchanan and Melvin (Jennifer) Buchanan, Brassel (Frankie) Jackson, Theresa (David) Glover, Gwendolyn Jackson, Vicky (Kenneth Jenkins), Steven (Natashia) Jackson; and a loving grandfather of grandchildren and great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004, do hereby extend our deepest condolences and most heartfelt sympathy to the family of the late Willie Earl Washington; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Willie Earl Washington.

TRIBUTE TO LATE MR. ANTHONY YARBROUGH.

WHEREAS, God in His infinite wisdom and judgement has called His precious child, Anthony Yarbrough to his eternal reward on August 19, 2004 at the age of thirty-eight; and

WHEREAS, The Chicago City Council has been notified of Anthony Yarbrough's passing by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, Born and raised in Chicago, Anthony Yarbrough attended Robert Emmet Elementary and Austin High School; and

WHEREAS, Anthony Yarbrough accepted Christ as his Lord and Savior and was baptized at a young age; and

WHEREAS, Loving and affectionate, Anthony Yarbrough was a happy man who was always ready to share his happiness and bring a smile to the faces of those around him; and

WHEREAS, Anthony Yarbrough will be greatly missed by those he leaves to cherish his memory, his beloved parents, Jimmie and Dorothy Yarbrough; sons, Joseph and Aldophus; grandson, Jayden; two brothers, Arthur Harris (Sharon) and Jimmie Jr.; three sisters, Shirley, Alisa and Felicia Minor (Howard); and a very special friend, Ann Winburn and her two daughters; and a host of aunts, uncles, nieces, nephews, cousins and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this first day of September, 2004, do hereby express our sorrow on the death of Anthony Yarbrough and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anthony Yarbrough.

**CONGRATULATIONS EXTENDED TO REVEREND SHELVIN JEROME HALL
ON FORTY-NINTH ANNIVERSARY AS PASTOR OF
FRIENDSHIP BAPTIST CHURCH.**

WHEREAS, The Reverend Shelvin Jerome Hall, who has been honored by this august body in 2001 as one of four Chicago pastors considered "living legends", is celebrating forty-nine years as pastor of Friendship Baptist Church on this city's west side; and

WHEREAS, In the autumn of 1955, Friendship Baptist Church made the wise decision to call up from Texas the Reverend Shelvin Jerome Hall to be their next pastor. Under his visionary and insightful leadership, he developed an organization destined to bring honor and glory to the Lord through an expanded ministry; and

WHEREAS, When Reverend Shelvin Jerome Hall became its pastor, Friendship Baptist Church was located on West Washington Boulevard. Their doors were open to many civic and religious organizations: the National Parent-Teacher Association, the Urban League, NAACP, the Baptist General Congress of Christian Education, the West Side Federation and the Tri-Faith Employment Agency. Outstanding ministers and civil rights leaders also passed through Friendship's doors, including The Reverend Dr. Martin Luther King, Jr., The Reverend Dr. Ralph Abernathy and The Reverend Dr. Jesse L. Jackson, Sr.; and

WHEREAS, Under the leadership of Reverend Shelvin Jerome Hall, Friendship purchased a larger edifice in 1962 and, by 1966, was able to burn the mortgage almost two years ahead of schedule. Five deacons were ordained on December 3, 1975 and in June of 1977, Friendship Baptist Church hosted the Baptist General State Convention of Illinois. Throughout the rest of the 1970s, under the wisdom and guidance of Reverend Shelvin Jerome Hall, Friendship Baptist grew, prospered and served its community in new and innovative ways. By July of 1981, Reverend Shelvin Jerome Hall and his congregation broke ground at their present location. The new church was dedicated on Easter Sunday of 1983 with the recently departed Reverend Mack McCullom giving the first sermon. On July 19, 1987, the late Harold Washington, this city's first African-American mayor, attended the mortgage burning ceremony and unveiled the Dr. Martin Luther King, Jr. Bell Tower; and

WHEREAS, In 1989, The Reverend Shelvin Jerome Hall and The Reverend Paul Allen of the all-white Winnetka Congregational Church began to address the problems of racism by participating in a three year "pulpit exchange" and working together in harmony on the mission of the church. In 1990, The Reverend Shelvin Jerome Hall was elected president of the Baptist General State Convention of Illinois. The 1990s saw Reverend Shelvin Jerome Hall branch out to new endeavors. In May and June of 1991, Reverend Hall delivered the Baccalaureate Sermon for the American Baptist Theological Seminary at the Baptist World Center in Nashville, Tennessee and served as presiding officer of the National Conference of Christian Education that convened in Los Angeles, California; and

WHEREAS, Under The Reverend Shelvin Jerome Hall's remarkable leadership, forty-one men have been licensed to preach, sixteen preachers have been ordained and seven have been called to pastor churches. He and his wife, Mrs. Lucy Mae Hall, have been models and mentors for the approximately five hundred active members of the Friendship Baptist Church for the past forty-nine years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council do extend our heartiest congratulations to The Reverend Shelvin Jerome Hall on his extraordinary service to both God and his community and wish him continuing success for all future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Reverend Shelvin Jerome Hall.

**GRATITUDE EXTENDED TO AMERICAN KNIGHTS MOTORCYCLE CLUB
FOR FUND-RAISING EFFORTS ON BEHALF OF LAW
ENFORCEMENT OFFICERS' FAMILIES.**

WHEREAS, The citizens of our great city are truly fortunate to have among their midst dedicated police officers who place their lives on the line each day in protection of their fellow Chicagoans; and

WHEREAS, It is a heartbreaking fact that each year, many police officers pay the ultimate price for choosing to "serve and protect" beginning with Officer Casper Lauer, the first officer killed in the line of duty in September, 1854; and

WHEREAS, As we mourn these brave individuals, let us ever be cognizant of their sacrifice and honor their memories in the most constructive way; and

WHEREAS, The American Knights Motorcycle Club sponsors a commemorative ride in Officer Lauer's name in order to benefit the police charities that contribute to the well-being of an officer's family after their loved one has been buried; and

WHEREAS, This year's event will take place on Sunday, September 19, 2004, commencing at a predetermined location and route in order to raise awareness of their cause; and

WHEREAS, The American Knights Motorcycle Club of Chicago has donated more than Fifteen Thousand Dollars over the past three years to various police charities which has been distributed to those in need of assistance. This is done in honor of Officer Casper Lauer and all the other valiant police officers killed in the line of duty; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this first day of September, 2004, do hereby extend our most fervent wishes to the members of the American Knights Motorcycle Club for a most successful event and offer our deepest sympathy to those who live with the memory of a loved one who paid the highest price for our collective safety; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the American Knights Motorcycle Club of Chicago.

Presented By

**ALDERMAN CAROTHERS (29th Ward) And
ALDERMAN E. SMITH (28th Ward):**

**CONGRATULATIONS EXTENDED TO REVEREND MACK MC COLLUM
ON FORTIETH ANNIVERSARY AS PASTOR OF
NEW HOME BAPTIST CHURCH.**

WHEREAS, The Reverend Mack McCollum celebrates four decades as founder and pastor of New Home Baptist Church on this city's west side; and

WHEREAS, Reverend Mack McCollum arrived in this city in 1954 where he became active in the Mercy Seat Baptist Church. Under the leadership of Reverend Dr. Amos Waller, he became an assistant minister. In 1964, Reverend Mack McCollum and thirty of the faithful believers founded New Home Baptist Church in

the North Lawndale neighborhood. In 1967, the church relocated on South Cicero Avenue. On April 3, 2004, Reverend McCollum and many of his fellow pastors dedicated the new church building on West Polk Street; and

WHEREAS, Reverend Mack McCollum is a gospel recording star, he has released six albums of national best-sellers and travels extensively to Buffalo, Oakland, Detroit and places in Florida. He and the church have been regular features on the radio and still can be heard on that medium every Sunday evening; and

WHEREAS, Reverend Mack McCollum is an active member of the West Side Baptist Minister's Conference, Ministers for Change, the Association District, the National Baptist Convention U.S.A. and a founding member of Pastors for Progress; and

WHEREAS, The Honorable Isaac S. Carothers, Alderman of the 29th Ward, and The Honorable Ed H. Smith, Alderman of the 28th Ward, have informed this august body of the fortieth anniversary celebration taking place at New Home Baptist Church every Sunday in August of 2004, honoring Reverend Mack McCollum; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council do hereby join the chorus of congratulations to Reverend Mack McCollum on his forty years of dedicated hard work and extend him our heartfelt best wishes for the continued success of his ministry; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Mack McCollum.

Presented By

ALDERMAN REBOYRAS (30th Ward):

**GRATITUDE EXTENDED TO MEMBERS OF NEW YORK CITY FIRE
DEPARTMENT CROSS-COUNTRY BIKE TOUR FOR FUND-RAISING
EFFORTS ON BEHALF OF UNIFORMED FIRE FIGHTERS
ASSOCIATION WIDOWS' AND CHILDREN'S FUND.**

WHEREAS, On August 2, 1976, a fire swept through Waldbaum's grocery store in Brooklyn, New York, killing six fire fighters and injuring more than thirty-five fire

fighters, some severely. These fallen fire fighters left behind six young widows and eighteen children; and

WHEREAS, On September 24, 1980, the New York Uniformed Firefighters Association received approval to incorporate the U.F.A. Widows' and Children's Fund. This fund, a not-for-profit corporation, provides assistance to the families of fallen fire fighters who are dealing with financial hardship. The money raised by the fund also offers a helping hand in providing health and welfare benefits, and assists in the educational facilities for dependent children; and

WHEREAS, In 1996, the Widows' and Children's Fund distributed Four Hundred Forty Thousand Dollars in funds to two hundred twenty children. The fund currently helps over four hundred children; and

WHEREAS, As Fire Fighter Joshua Gallo (Engine 258) rode his bicycle, the thought of a new way to raise money for the U.F.A. Widows' and Children's Fund occurred to him; and

WHEREAS, The first New York City Fire Department Cross Country Bike Tour has become a nationally recognized event. This forty-two day cross-country bike tour will begin from a Los Angeles firehouse on September 14, 2004 and finish in New York City on October 25, 2004. Seven teams of five riders will participate in the three thousand three hundred thirty-six miles tour. These teams will ride through thirteen states, visiting two hundred sixty-one towns and cities; and

WHEREAS, On October 13, 2004, residents of the city of Chicago will be joining the New York City Fire Department Cross Country Bike Tour as they leave from Mendota, Illinois, traveling eighty-three miles to Chicago, where they will be welcomed by the Chicago Fire Department and supporters at the Chicago Fire Academy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here on this first day of September, 2004 A.D., do hereby commend the members of the New York City Fire Department Cross Country Bike Tour in their support of the U.F.A. Widows' and Children's Fund; and

Be It Further Resolved, That suitable copies of this resolution be presented to Fire Fighter Joshua Gallo and members of the New York City Fire Department Cross Country Bike Tour.

Presented By

ALDERMAN SUAREZ (31st Ward):

**MR. TONY QUINTANA HONORED FOR OUTSTANDING
ACHIEVEMENTS.**

WHEREAS, Tony Quintana, an outstanding citizen and exemplary member of his community, was the first producer and host of a Spanish television show in this city; and

WHEREAS, Tony Quintana was born in Naguabo, Puerto Rico and graduated from Central High School in that island's capital city, San Juan, in 1954. Shortly after graduation, he obtained a license in the movie industry and came to this city in August of 1955; and

WHEREAS, In 1963 at the height of the Cuban missile crisis, Tony Quintana was inducted into the United States Army where he served as a drill sergeant at Fort Carson, Colorado and was admitted for the Officer Candidate School. After returning to Chicago he furthered his education at Crane Junior College where he studied business and also at Northeastern's University Without Walls; and

WHEREAS, In 1966, Tony Quintana married Ana lila Gonzalez. From this union three children were born, all of whom have graduated from college and are now outstanding citizens, as well. That same year, Tony Quintana became host of "Tony's Latin A Go-Go Show" on WEAW-Radio. The following year he became a producer/host on the first Spanish television station in Chicago; and

WHEREAS, Tony Quintana nominated for an Emmy in 1974 for producing and hosting "The Tony Quintana Show". Later, he became the Spanish news editor of WCIU-TV and participated in the filming of a movie starring Susanne Pleshette and John Cassavette where a young Denzel Washington made his debut. He was honored with a diploma from the Association of Writers for Radio and Television of Mexico. The Association of Writers of Spain made him their delegate in the United States Midwest after he wrote his first book, *Empezar de Neuvo*. His second book, *Duelos y Quebrantos*, was published after he retired from television in 1980; and

WHEREAS, Tony Quintana is still active in his community. He was a director in the incorporation of National Charter, the first Hispanic bank in the Midwest. He served as secretary on the Board of Directors of Washington National Bank and was the secretary-vice president of the Onwar Lion's Club of Chicago. Tony Quintana is currently serving as travel agent with one of his daughters at Mundo Travel on West Armitage Avenue, edits the monthly *El Rican* magazine and is writing a third book, a memoir of his five decades in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered here this first day of September, 2004, do hereby salute Tony Quintana, an energetic communicator and pioneer of Spanish television in this city, and extend our best wishes for continued success in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Tony Quintana.

Presented By

ALDERMAN MELL (33rd Ward):

***GRATITUDE EXTENDED TO MR. JUAN G. FLORES
FOR BENEVOLENT ACTIONS.***

WHEREAS, At approximately 10:30 P.M. on August 1, 2004, Leticia de Guzman, who was seriously ill and heavily medicated, left her partially disabled mother's northwest side house unnoticed. Neighbors and relatives hastily organized a search of the neighborhood to no avail. The police were notified and came to the house to investigate. While in the midst of filling out the necessary paperwork, a telephone call came in from the Illinois State Police to inform the family that Ms. de Guzman had been found in a suburb; and

WHEREAS, 33rd Ward resident Juan G. Flores had found Ms. de Guzman trying to flag down cars at an intersection a few blocks from where she lived. Not knowing that Ms. de Guzman was gravely ill, he asked her where she was going. Ms. Guzman told him she was going to her daughter's house, that she didn't know the exact address but, if he got on the expressway, she knew the way to get there. When Mr. Flores finally realized that Ms. Guzman was unable to find where her daughter lived, he pulled over to a gas station, called the authorities and waited with her until family members could come to take her home; and

WHEREAS, Juan G. Flores selflessly took hours of his time to help Leticia de Guzman at a time when she was most vulnerable. She had more than One Thousand Dollars on her person and offered it to Mr. Flores but he refused to take any of it; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council do hereby commend Juan G. Flores as a good Samaritan and offer him our most heartfelt gratitude for his exemplary service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Juan G. Flores.

*CONGRATULATIONS EXTENDED TO FATHER O'CONNOR
COUNCIL NUMBER 887, KNIGHTS OF COLUMBUS,
ON ONE HUNDREDTH ANNIVERSARY.*

WHEREAS, The Knights of Columbus society was created by Father Michael J. McGivney in the late nineteenth century and has become the largest Catholic fraternal organization in the world; and

WHEREAS, The Knights of Columbus society is a Catholic benefit society dedicated to the principles of charity, fraternity, unity and patriotism and promotes fellowship through educational, charitable, religious, social welfare, war relief and public relief works in times of natural disasters; and

WHEREAS, The members of this society are known nationally for their Tootsie Roll fund-raising drive that benefits the mentally challenged; and

WHEREAS, The Knights of Columbus society has grown to more than twelve thousand councils throughout the world; and

WHEREAS, One hundred years ago in June 1904, in Jefferson Township Chicago a new council was created, taking the name of their priest. The Father O'Connor Council Number 887 was created and recognized by the State Council of Knights; and

WHEREAS, The Father O'Connor Council Number 887 will commemorate its one hundredth anniversary with a dinner celebration on October 3, 2004; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of September, 2004 A.D., do hereby congratulate the Father O'Connor Council Number 887 on its centennial celebration and extend our heartfelt gratitude for all they have done and are doing; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Knights of Columbus Father O'Connor Council Number 887.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE MS. EFFIE BEATRICE GOODLOW.

WHEREAS, On July 31, 2004, God in His infinite wisdom took Effie Beatrice Goodlow to her heavenly reward; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward has informed this august body of her passing; and

WHEREAS, Effie Beatrice Goodlow was born in Sunflower, Mississippi on April 1, 1937 as the only child of Ethel Houston and John Keys. She came to this city as a young child residing on Chicago's south side where she was a member and student of Christ Temple for Better Living. Even though she worked full time, Effie Beatrice Goodlow attended Chicago State University and, in 1990, earned a Bachelor of Arts degree in Sociology. Two years later, she retired after working twenty-five years for the United States Postal Service; and

WHEREAS, After retiring, Effie Beatrice Goodlow devoted her time to working with Alderman Austin on many issues that impacted her community. She often traveled and participated in various senior citizens activities; and

WHEREAS, Effie Beatrice Goodlow will be missed by those she leaves behind to cherish her memory such as her son Johnny; her two daughters, Constance and Sheila; two grandchildren, Rochelle and Philip; two great-grandchildren, Lechelle and Raychelle; aunt and uncle, Leola and Emerson Kelly; as well as a host of relations and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago City Council gathered here this first day of September, 2004, do hereby express our deepest sorrow at the passing of Effie Beatrice Goodlow and extend our sincerest sympathy to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Effie Beatrice Goodlow.

TRIBUTE TO LATE MR. ARCHIBALD MITCHELL.

WHEREAS, In His infinite wisdom, God has called Archibald Mitchell, outstanding citizen and community businessman, to rest in eternal peace; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward has informed this august body of his passing; and

WHEREAS, Archibald Mitchell was born in the Morgan Park neighborhood of this city on June 2, 1941 to the union of the late Cloteal and James Mitchell. He attended John D. Schoop School where he excelled at wrestling and swimming; and

WHEREAS, Archibald Mitchell married Drucilla Briscoe and that union was blessed with three children; Archibald II, Rolph and Alvin Lee. There were two additional children, Raphael and Artiss, as well as Larietha Woods, to whom he was like a father; and

WHEREAS, Archibald Mitchell worked briefly for Libby Foods and a Coca-Cola Bottling Company but his personality was more suited to being an independent businessman. He created bonds with people from all walks of life as he developed businesses for himself and others. His many community-based ventures included A & D Auto Body, Fish Pac, Fast Gas Mini-Mart and his most current business, Candy City; and

WHEREAS, Archibald Mitchell leaves behind to mourn his passing his wife, his five children and a grandson; three sisters, Opal Lee, Bea Davis and Kay Trammell; two brothers, Ralph Mitchell and Melvin Thornton; and a whole host of nieces, nephews, extended family and a long list of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council gathered together this first day of September, 2004, do hereby extend our heartfelt sympathy to the family and many friends of Archibald Mitchell and offer our sincere condolence at his passing; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to the family of Archibald Mitchell.

TRIBUTE TO LATE MR. ALBERT M. UNDERWOOD.

WHEREAS, God in His infinite wisdom and judgement has called His precious child, Albert M. Underwood, to his eternal reward; and

WHEREAS, The Chicago City Council has been notified of Albert M. Underwood's passage by The Honorable Carrie M. Austin, Alderman of the 34th Ward; and

WHEREAS, Born March 9, 1931 to Corlandus and Mattie Ross-Underwood of Tuscumbia, Alabama, Albert M. Underwood attended Trenholm High School in Alabama; and

WHEREAS, Upon his high school graduation, Albert M. Underwood joined the United States Army where he served four years traveling throughout Europe and earning an honorable discharge as a Korean War Veteran before returning home to Tuscumbia, Alabama; and

WHEREAS, In 1960, Albert M. Underwood moved to Chicago where he met and married his wife, Lorainne Ballard Taylor-Underwood; and

WHEREAS, Albert M. Underwood began his career with the City of Chicago in 1979 as a motor truck driver, dedicated to Chicago he worked his way up through the ranks to the position of first deputy commissioner of Streets and Sanitation, a position he held until his retirement in 2003; and

WHEREAS, Albert M. Underwood will be remembered as a devoted public servant to the citizens of the City of Chicago, an involved community leader, and a loving and generous person who loved to fish; and

WHEREAS, The beloved husband of Lorainne Ballard Taylor-Underwood; dearest father of Kirk A. Underwood of Lafayette, Louisiana, Antonio M. Underwood of Chicago, Sabrina Underwood, who preceded him in death, Melvin Mullins, Albert M. Underwood, Jr. of Tennessee, Christopher Taylor of South Carolina and Jennifer Taylor-Macon of Louisiana, Albert M. Underwood leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Albert M. Underwood and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Albert M. Underwood.

TRIBUTE TO LATE MR. J. B. WILLIS.

WHEREAS, God in His infinite wisdom has called J. B. Willis to everlasting peace

and eternal rest on August 15, 2004; and

WHEREAS, The Honorable Carrie M. Austin, Alderman of the 34th Ward has informed this august body of his passing; and

WHEREAS, J. B. Willis began his life in Bolivar, Tennessee on May 8, 1922 as the fifth of six children born to the union of Slater and Isabelle Willis. He accepted Christ at an early age and was joined by marriage to Cora McEwen on May 29, 1954. To this union were born four children. Three more children welcomed J. B. Willis as their father; and

WHEREAS, J. B. Willis served in the United States military in World War II and worked for the Fasano Pie Company for thirty-five years until he retired in 1984. He leaves behind to cherish his memory his wife, and seven children: Evelyn Evans, Cornelius Johnson, Wayne Johnson, Darrick Willis, Larris Curry, Julian Willis and Jeffrey Willis; thirteen grandchildren; sixteen great-grandchildren; and three sisters, Marybell Bowers, Lola Townsend and Verlacy Jordan as well as a whole host of nieces, nephews and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, do hereby express our sorrow at the passing of J. B. Willis and extend our heartfelt condolences to his family and friend; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of J. B. Willis.

Presented By

ALDERMAN BANKS (36th Ward):

**DECLARATION OF SEPTEMBER 27, 2004 AS "CHICAGO
ASSOCIATION OF REALTORS DAY" IN CHICAGO.**

WHEREAS, Since 1883, the Chicago Association of Realtors and its corporate predecessors have been an active real estate association in the State of Illinois and today its members serve in more than two thousand six hundred offices located throughout the Chicagoland area; and

WHEREAS, The Chicago Association of Realtors services nearly thirteen thousand members who sold over Twenty Billion Dollars of property in 2003, is the third largest local real estate board in the United States and is a vital organization for the education, service and resources needed for the public, city officials and real estate professionals on real estate matters in Chicago; and

WHEREAS, The Chicago Association of Realtors helps directly in developing legislative and governmental proposals that affect the Chicago real estate community by working with the Mayor's Office, the Chicago City Council and various city departments and agencies; and

WHEREAS, The Chicago Association of Realtors developed and distributes the uniform lease and other common real estate forms that are utilized and relied upon by the Chicago real estate professionals and the public at large; and

WHEREAS, In addition to an extensive array of member programs, products and services, as well as four branches in the City of Chicago to serve its members, the association owns and operates the Realtor Real Estate School and Real Estate Education Company which educates over twenty-five thousand students annually; and

WHEREAS, On behalf of real estate professionals in the Chicago area, the Chicago Association of Realtors has determined that Alderman Bernard Stone (50th Ward) has exemplified the spirit of community service, integrity and dedication that makes Chicago the great real estate city that it is and will bestow upon him its first President's Community Service Award at its annual inaugural banquet on September 27, 2004; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day September, 2004, do hereby proclaim that September 27, 2004 be designated Chicago Association of Realtors Day in Chicago and to encourage all citizens to observe the one hundred twenty-one years of service and commitment to all of Chicago.

CONGRATULATIONS EXTENDED TO VERY REVEREND FATHER
JOSEPH F. KOBYLARZ AND SAINTS CYRIL AND
METHODIUS POLISH NATIONAL CATHOLIC
CHURCH ON SIXTY-FIFTH ANNIVERSARY.

WHEREAS, Saint Cyril and his brother, Saint Methodius, known as "Apostles to the Slavs", are the patron saints of the Polish National Catholic Church located on

this city's northwest side that is celebrating its sixty-fifth anniversary on Sunday, October 10, 2004; and

WHEREAS, His Excellency, The Right Reverend Dr. Jan Dawidzuik, will officiate at a Mass of Thanksgiving the morning of that date to be followed by an afternoon banquet and program at the Lone Tree Manor in suburban Niles, Illinois; and

WHEREAS, The Honorable William J.P. Banks, Alderman of the 36th Ward has brought this auspicious occasion to the attention of this august body; and

WHEREAS, As Saints Cyril and Methodius brought the teachings of Catholicism to the early Slavic peoples so has the pastor of this great parish, The Very Reverend Father Joseph F. Kobylarz, ministered for the past forty-six years to his parishioners who are of Polish descent; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of September, 2004, do hereby congratulate Father Kobylarz and the parishioners of Saints Cyril and Methodius Polish National Catholic Church and salute them on their sixty-five successful years in serving the needs of the Polish Catholic community in our city; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Very Reverend Father Joseph F. Kobylarz.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. FRED A. BARTOLI.

WHEREAS, Fred A. Bartoli has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Jennie "Rusty"; loving father of Fred (Cindy) and Pam Bartoli; dearest son of the late Eugene and the late Isola Bartoli; dear brother of Etta (the late Art) Hess, the late Chuck (the late Marge), Teno (the late

Lucille) and Danny Bartoli; devoted grandfather of Fred (Lori) Bartoli, Andrea (Rob) Conner, Brian Tondryk and Jaimie (Marc) Ginsberg; great-grandfather of Mason Fred Bartoli; and fond uncle of nieces and nephews, Fred A. Bartoli leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Fred A. Bartoli and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Fred A. Bartoli.

TRIBUTE TO LATE MR. JOSEPH J. BIDLO.

WHEREAS, Joseph J. Bidlo has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Elizabeth; loving father of Barbara (Stephen) Polasek, Deborah (Gary) Neumayer, Michael, Jane (Bruce) Wimer, Marianne Eikleberry and Frances (Joel) Vizek; grandfather of Anne, Katie and Joseph Polasek, Sebastian, Rachel and Rebecca Neumayer, Alison and Daniel Wimer, Sarah, Hannah, David and the late Jenna Eikleberry and Sally and Lisa Vizek; fond brother of Hilda Kestler, Emily Dubberrke; Elizabeth Locallo, Mildred Amberg and the late Marie Elpert and William Bidlo; and uncle of many nieces and nephews, Joseph J. Bidlo leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Joseph J. Bidlo and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph J. Bidlo.

TRIBUTE TO LATE MR. FRANK E. BOCHULA.

WHEREAS, Frank E. Bochula has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Helen M.; devoted father of Edward J. (Michelle); dear brother of Mary (the late John) Szwedo and the late Edward; and loving uncle of nieces and nephews, Frank E. Bochula leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Frank E. Bochula and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank E. Bochula.

TRIBUTE TO LATE MR. EFIGENIO CUDIAMAT.

WHEREAS, Efigenio Cudiamat has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Roceli; loving father of Perla (Butch) Millian, Amor (Rod) Castillon, Rowena (Manny) Halim, Shirley (Bobby) Banaag, Ciela (Egay) Cabarios, Leila (Dindo) Segismundo, Melody Cudiamat, Joie (Sonny) Marco, Jennifer, Eric (Cherrol), Erwin and Edzel (Chona); proud grandfather of twenty-two and great-grandfather of two; and dear brother of Cesar (Naning), Nelson (Ligaya), Eden (Arnulfo) and Sr. Aliciela SSps and the late Remberto and Erlinda, Efigenio Cudiamat leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Efigenio Cudiamat and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Efigenio Cudiamat.

TRIBUTE TO LATE MRS. STEFANIA CZAJKOWSKI.

WHEREAS, Stefania Czajkowski has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Casimir; dearest mother of Mary (Jerry) Zalewski and Dr. George (Carol); grandmother of James, Renee, Michael, Kevin and Steven; and sister of Helen (the late Ted) Kwicien and Josephine (Ted) Dzul, Stefania Czajkowski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Stefania Czajkowski and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stefania Czajkowski.

TRIBUTE TO LATE MR. EDMOND L. KORNAYZER.

WHEREAS, Edmond L. Kornayzer has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Estelle; loving father of Mary Ann (Alan) Sedivy and Diane (George) Cirese; dear grandfather of David (Melissa) Sedivy, Richard Sedivy and Kathy (Joseph) Kovacic; dear brother of the late Sophie Jozwiak, Theodosia Durlak, Mabel Sokalski and Thaddeus Kornayzer; and loving uncle of many nieces and nephews, Edmond L. Kornayzer leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Edmond L. Kornayzer and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edmond L. Kornayzer.

TRIBUTE TO LATE MR. FRANK MACIASZKIEWICZ.

WHEREAS, Frank Maciaszkiewicz has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Margaret; loving father of John and Cathy (Michael) Ramirez; devoted grandpa of Cynthia and Alan Ramirez; dear son of the late Marie and Frank Maciaszkiewicz; dear brother of the late Florence (Ed) Zbasnik; and fond uncle of seven nieces and nephews, Frank Maciaszkiewicz leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Frank Maciaszkiewicz and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank Maciaszkiewicz.

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank Maciaszkiewicz.

TRIBUTE TO LATE MR. JOHN F. MC HUGH.

WHEREAS, John F. McHugh has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Ethel; loving son of the late Patrick and Margaret McHugh; dear brother of Margaret (Ray) Strudeman, Joseph (Barbara), Mary (the late Peter) Leemputte and the late Bernadette; fond uncle of many nieces and nephews; and fond brother-in-law of Raymond (Ruth) DeMuth and Bernadine McNichols, John F. McHugh leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of John F. McHugh and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John F. McHugh.

TRIBUTE TO LATE MRS. MARY T. PARFITT.

WHEREAS, Mary T. Parfitt has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Edward; dearest mother of Lynn Parfitt (Alan Burton) and Karen (George) Paavola; and loving grandmother of Michael and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late Edward; dearest mother of Lynn Parfitt (Alan Burton) and Karen (George) Paavola; and loving grandmother of Michael and Erin, Mary T. Parfitt leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Mary T. Parfitt and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary T. Parfitt.

TRIBUTE TO LATE MR. STANLEY PAWLAK.

WHEREAS, Stanley Pawlak has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Irene; loving father of Christine (Alfred) Kozlowski and Richard (Christine); dearest grandfather of Kristopher and Nicole; and dear uncle of Barbara (Andrew) Gaweda, Stanley Pawlak leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Stanley Pawlak and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stanley Pawlak.

TRIBUTE TO LATE MR. MICHAEL SASSO.

WHEREAS, Michael Sasso has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The devoted husband of Gloria; beloved father of Bartolomeo (Phyllis) and Maria Sasso (Thomas) Aul; beloved son of the late Bartolomeo and the late Marie Sasso; loving grandfather of Lisa Marie and the late Michael; dear brother of Mary (John) LoGiudice and Minnie (Frank) Latzko; and fond uncle of many nieces and nephews, Michael Sasso leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Michael Sasso and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Michael Sasso.

TRIBUTE TO LATE MR. LOWELL R. SNYDER.

WHEREAS, Lowell R. Snyder has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Josephine; loving father of Catherine Meyers and Susan Last; proud grandfather of four; and great-grandfather of eight, Lowell R. Snyder leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Lowell R. Snyder and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lowell R. Snyder.

TRIBUTE TO LATE MR. MONTE VINER.

WHEREAS, Monte Viner has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, Monte Viner distinguished himself as an unassuming, dedicated and successful gentleman lawyer who was widely respected in the Chicago legal community where he practiced for close to fifty years; and

WHEREAS, The beloved husband of Marion; loving father of David (Joy), Michael (Shari) and Jonathan (Anne); adored grandfather of Jacob, Brittany, Jordon, Matthew, Nathan, Hunter, Grace and Brooke; dear brother of Lorraine (the late Norman) Brotman; fond uncle of many nieces and nephews; and devoted son of the late Jack and Bea Viner, Monte Viner leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby express our sorrow on the death of Monte Viner and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Monte Viner.

*CONGRATULATIONS EXTENDED TO SAINT PASCAL CHURCH
ON NINETIETH ANNIVERSARY.*

WHEREAS, On September 12, 2004, Saint Pascal's Church will celebrate their ninetieth anniversary with a special Mass, celebrated by Francis Cardinal George, followed by a luncheon at Biagio's Banquet Hall; and

WHEREAS, The City Council has been informed of this ninetieth anniversary year of Saint Pascal's by The Honorable Thomas R. Allen, Alderman of the 38th Ward; and

WHEREAS, Saint Pascal's Church was founded September 7, 1914, when Archbishop Quigley assigned Father George H. Heimsath to establish a parish and in 1915 the first Saint Pascal's Church was built on Austin Avenue and dedicated on June 4, 1916; and

WHEREAS, In 1916, Sisters of Saint Francis of Mary Immaculate came to start Saint Pascal School, in four rooms above the church; and

WHEREAS, The Schorsch family donated land for a new church in 1922, a school was built in 1925 and a permanent convent was added in 1948; and

WHEREAS, The leaders of this great City of Chicago wish to acknowledge the vast contributions made by Saint Pascal to our community and more specifically, to the Reverend Gary Lewanski, its pastor, and to the parishioners; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby offer our heartiest congratulations to Saint Pascal parish on its ninetieth anniversary, and extend to its pastor, staff and parishioners our most fervent wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Pascal parish.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MRS. MARIE T. DOODY.

WHEREAS, God in His infinite wisdom has called Marie T. Doody to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Marie T. Doody, beloved wife of the late Edwin J., was an active and vital member of her community. The loving mother of Edwin M. (Flora) and Liz (Jim) O'Shea; proud grandmother of Michael (Sue) Doody, Patrick (Jackie) Doody, Jim (Lori) O'Shea and Matthew; great-grandmother of Kallen Anica; fond sister of Michael (Josephine); and dear aunt to many nieces and nephews, Marie T. Doody leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Marie T. Doody will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this first day of September, 2004 A.D., do hereby express our sorrow on the death of Marie T. Doody and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marie T. Doody.

TRIBUTE TO LATE DR. KENNETH G. EGGEN.

WHEREAS, God in His infinite wisdom has called Dr. Kenneth G. Eggen to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Dr. Kenneth G. Eggen, beloved husband of Marie F., was an active and vital member of his community. The loving father of Suzanne Eggen and Dianne Johnson; dear grandfather of Kyle and Juliana Johnson and Kenneth, Ryan and Kaitlen Black; and proud great-grandfather of Makenna Black, Dr. Kenneth G. Eggen leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Dr. Kenneth G. Eggen will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this first day of September, 2004 A.D., do hereby express our sorrow on the death of Dr. Kenneth G. Eggen and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Kenneth G. Eggen.

TRIBUTE TO LATE MR. JOHN HANLEY.

WHEREAS, God in His infinite wisdom has called John Hanley to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, John Hanley, beloved husband of the late June, was an active and vital member of his community. The loving father of Vicki (Steve) Biondo; proud grandfather of Jennifer (Gary) Craig; dear great-grandfather of Hannah and Danielle; and fond brother of the late William (the late Marge) and May Hanley, John Hanley leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, John Hanley will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this first day of September, 2004 A.D., do hereby express our sorrow on the death of John Hanley and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Hanley.

TRIBUTE TO LATE MRS. MARY M. KAPLAN.

WHEREAS, God in His infinite wisdom has called Mary M. Kaplan to her eternal reward; and

WHEREAS, The City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Mary M. Kaplan, beloved wife of the late Roman C., was an active and vital member of her community. The loving mother of Rosetta (Alan) Hartman and the late Robert; dear grandmother of Thomas (Jodi), Melissa and Anthony (Melissa) Lyons; great-grandmother of Mary, Willow, Brady, Kaylie and Dylan; and fond aunt and great-aunt of many nieces and nephews, Mary M. Kaplan leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Mary M. Kaplan will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this first day of September, 2004 A.D., do hereby express our sorrow on the death of Mary M. Kaplan and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary M. Kaplan.

**CONGRATULATIONS EXTENDED TO HERNALD AND ANNABELLE CACAL
ON BIRTH OF SON, JERIC MILAND.**

WHEREAS, A new citizen came into the world, Jeric Miland Cacal, son of Hernald and Annabelle, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Jeric Miland represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate Hernald and Annabelle on the birth of their son, Jeric Miland, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO MR. KYU-HO CHOO ON
COMPLETION OF TENURE AS CONSUL GENERAL
OF THE REPUBLIC OF KOREA IN CHICAGO.*

WHEREAS, On August 31, 2004, friends, family and colleagues of Kyu-ho Choo gathered at a reception to bid farewell to Chicago as he completed his tenure as Consul General of the Republic of Korea in Chicago; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Kyu-ho Choo's tenure included the celebration of the fiftieth anniversary of the armistice of the Korean War and the one hundredth anniversary of Korean-American immigration; and

WHEREAS, One accomplishment that Kyu-ho Choo will regard with particular fondness is the issuance of driver's licenses to non-immigrant foreign residents, an issue that involved considerable work with his colleagues in the Consular Corps as well as the Illinois State government and legislature; and

WHEREAS, Kyu-ho Choo will be assuming his new post as the minister for political affairs at the Korean Embassy in Tokyo, Japan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby express our gratitude and heartiest congratulations to Kyu-ho Choo upon the completion of his tenure as Consul General of the Republic of Korea in Chicago and we extend to him our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kyu-ho Choo.

*CONGRATULATIONS EXTENDED TO MR. GARY W. DAVIS ON
RETIREMENT FROM ILLINOIS COMMUNITY COLLEGE
TRUSTEES ASSOCIATION.*

WHEREAS, Gary W. Davis is retiring from his position as executive director of the Illinois Community College Trustees Association; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Gary W. Davis has represented the highest standards of public service, worthy of the respect of all city residents; and

WHEREAS, Gary W. Davis is locally and nationally recognized as a premier retreat consultant and has consulted for over one hundred community and technical college and state system offices and university boards; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby express our gratitude and heartiest congratulations to Gary W. Davis upon his retirement from the position of executive director of the Illinois Community College Trustees Association and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gary W. Davis.

*CONGRATULATIONS EXTENDED TO PATRICK AND ROBIN DAWSON
ON BIRTH OF SON, JACK PATRICK.*

WHEREAS, A new citizen came into the world, Jack Patrick Dawson, son of Patrick and Robin, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Jack Patrick represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate Patrick and Robin on the birth of their son, Jack Patrick, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO JOSEPH AND MARY KURIAN
ON BIRTH OF SON, AARON JACOB.*

WHEREAS, A new citizen came into the world, Aaron Jacob Kurian, son of Joseph and Mary, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Aaron Jacob represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate Joseph and Mary on the birth of their son, Aaron Jacob, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO EAMONN AND GERALDINE LALLY
ON BIRTH OF SON, EAMONN JOSEPH.*

WHEREAS, A new citizen came into the world, Eamonn Joseph Lally, son of Eamonn and Geraldine, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Eamonn Joseph represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate Eamonn and Geraldine on the birth of their son, Eamonn Joseph, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO LEOPOLDO AND MARIA LUISTRO
ON BIRTH OF CHILD, JORREL MABORANG.*

WHEREAS, A new citizen came into the world, Jorrel Maborang, child of Leopoldo and Maria, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Jorrel Maborang represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate Leopoldo and Maria on the birth of their child, Jorrel Maborang, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO CHARLIE AND EVANGELINA RANON
ON BIRTH OF SON, CHRISTIAN KYLE.*

WHEREAS, A new citizen came into the world, Christian Kyle Ranon, son of Charlie and Evangelina, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Christian Kyle represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate Charlie and Evangelina on the birth of their son, Christian Kyle, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*CONGRATULATIONS EXTENDED TO DAVID AND NICOLA STANNARD
ON BIRTH OF DAUGHTER, CHLOE MARGARET.*

WHEREAS, A new citizen came into the world, Chloe Margaret Stannard, daughter of David and Nicola, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Chloe Margaret represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate David and Nicola on the birth of their daughter, Chloe Margaret, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

*GRATITUDE AND BEST WISHES EXTENDED TO MR.
BILLY YORMARK FOR CONTINUED SUCCESS.*

WHEREAS, Billy Yormark is an outstanding citizen of his most grateful northwest side community and is worthy of our recognition; and

WHEREAS, The Chicago City Council has been informed of this occasion by The Honorable Margaret Laurino, Alderman of the 39th Ward; and

WHEREAS, Billy Yormark is a proud veteran of World War II where he served as a top turret gunner on a B-25 bomber; and

WHEREAS, On September 8, 1943, while conducting his thirty-fifth bombing mission, Billy and five other crewmen were forced to bail out ten thousand feet over Sicily as their B-25 bomber, set on autopilot, drifted out to sea; and

WHEREAS, Billy landed in an olive tree grove and was later taken to an Italian Red Cross hospital where he was eventually reunited with his crew after a plane flew in to rescue them; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this first day of September, 2004 A.D., do hereby express our gratitude to Billy Yormark and extend our best wishes for continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Billy Yormark.

*CONGRATULATIONS EXTENDED TO BRIAN AND CHRISTINA ZALEWSKI
ON BIRTH OF SON, CONNOR JON DIETZ.*

WHEREAS, A new citizen came into the world, Connor Jon Dietz Zalewski, son of Brian and Christina, outstanding residents of Chicago's great northwest side community; and

WHEREAS, The Chicago City Council has been informed of this blessed event by Alderman Margaret Laurino; and

WHEREAS, The leaders of this great city are always ready to welcome into their midst the youth in whom we place so much hope and trust; and

WHEREAS, Connor Jon Dietz represents the future of Chicago and the endless possibilities for our great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate Brian and Christina on the birth of their son, Connor Jon Dietz, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family.

**WELCOME EXTENDED TO KOREA NATIONAL BALLET COMPANY
ON AMERICAN DEBUT PERFORMANCE.**

WHEREAS, On August 3, 2004 the City of Chicago proudly hosted the American debut of the Korea National Ballet Company; and

WHEREAS, The City of Chicago is both delighted and honored to host the first of what hopefully will be many performances of the Korea National Ballet Company in the United States; and

WHEREAS, The Korea National Ballet Company was established in 1962 and was guided by their first artistic director, Mr. Sung Nam Lim. For over fifty years, Mr. Lim was a national treasure in Korea, teaching ballet and the performing arts. He was an integral force in promoting dance and the performing arts into Korean society; and

WHEREAS, The Korea National Ballet Company is critically acclaimed and has extensive international experience with performances in Israel, Egypt, Japan, China and Russia; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this first day of September, 2004, do hereby welcome the Korea National Ballet Company and extend our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Minister Lee Chang-dong of the Ministry of Culture and Tourism, Republic of Korea; Mr. Geung-soo Kim, Artistic Director of the Korea National Ballet Company; and Mr. Jin Lee, United States Representative of the Korea National Ballet Company.

Presented By

ALDERMAN O'CONNOR (40th Ward):

**CONGRATULATIONS EXTENDED TO MS. VIOLET L.
SCHUMACHER ON NINETIETH BIRTHDAY.**

WHEREAS, Violet L. Schumacher celebrated her ninetieth birthday on August 7, 2004; and

WHEREAS, Violet Schumacher, a native Chicagoan and graduate of Carl Schurz High School has spent her entire life in the city, serving to educate young men and women pursuing a business career, while managing a business and raising a family; and

WHEREAS, From the day she enrolled as a student in 1936 through the present, Violet Schumacher has held virtually every position at Northwestern Business College during the sixty-seven years she has been involved with the college; and

WHEREAS, Upon graduating with a diploma in secretarial science, Violet began working in the admission office and by the early forties she was teaching and shortly became the campus director, a position she held until 1958; and

WHEREAS, In 1958, Violet rescued the college from the brink of disaster by purchasing the assets, paying the back taxes and saving the fifty-eight year old institution from financial ruin; and

WHEREAS, Northwestern Business College became a family affair from the day Violet and her husband, Ed Schumacher, took ownership. Violet's father helped by answering phones and overseeing Saturday classes; the children, Larry and Nancy became involved at an early age and when Ed passed away in 1978, Violet retired, became president emeritus and handed over the day to day operations to Larry and Nancy; and

WHEREAS, While the second generation of Schumachers ran the college, Violet dedicated her time to starting the Edward G. Schumacher Memorial Library and serving as president of its Board of Trustees. Today the non-profit library has three locations and participates in the Chicago Public Library consortium; and

WHEREAS, Violet's interest in education and involvement in her community continued as she served on Alderman Patrick O'Connor's 40th Ward scholarship committee from 1990 to 1992, as an elected member of the Jamieson Elementary

School Local School Council from 1999 to 2002 and recently as a member of the art committee for the new 20th District Police station; and

WHEREAS, Violet has been recognized and honored over the years for her incomparable contributions to the community and was inducted into Chicago's Senior Citizens' Hall of Fame in 2003; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, meeting this first day of September, 2004, congratulate Violet L. Schumacher on the occasion of her ninetieth birthday as we add our voices to the multitudes who have expressed admiration of and appreciation for the contribution she has made to our community over these many years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mrs. Schumacher.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. WILLIAM ERBY SMITH.

WHEREAS, William Erby Smith was the son of the late Marquette and Elizabeth Erby Smith; and

WHEREAS, William Erby Smith attended Northwestern University; and

WHEREAS, William Erby Smith served in the United States Army Air Force in World War II; and

WHEREAS, William Erby Smith co-founded Smith Bucklin & Associates, Inc. in 1949, now known as the SmithBucklin Corporation; and

WHEREAS, William Erby Smith served as chairman of the SmithBucklin Corporation until 1998, afterward he became chairman emeritus; and

WHEREAS, The SmithBucklin Corporation is the largest in its industry, encompassing an excess of one hundred fifty trade associations, professional societies and information technology user groups from offices in Chicago, Washington, D.C. and Saint Louis; and

WHEREAS, The SmithBucklin Corporation serves more than four hundred thousand members and manages more than forty trade shows and one thousand five hundred meetings annually; and

WHEREAS, William Erby Smith was the executive director of the Popcorn Institute, SmithBucklin's first client; and

WHEREAS, William Erby Smith received numerous rewards including: Association Trends Executive of the Year, American Society of Association Executive Foundation Man of the Year and Lifetime Achievement Award; and

WHEREAS, William Erby Smith was inducted into the Popcorn Institute Hall of Fame; and

WHEREAS, William Erby Smith was a member of the Sierra Club and Southwest Michigan Land Conservancy; and

WHEREAS, William Erby Smith was founder of the Lake Michigan Shore Association; and

WHEREAS, William Erby Smith was a lifetime member of the board of directors of the Chicago Convention and Tourism Bureau; and

WHEREAS, William Erby Smith was a member of the Council for Biological Sciences Division of the Pritzker School of Medicine at the University of Chicago; and

WHEREAS, William Erby Smith was the chairman of the Chicago Tourism Council for five years; and

WHEREAS, William Erby Smith was the co-founder of the Central Michigan Avenue Business Association; and

WHEREAS, William Erby Smith died at age ninety on Saturday, July 24, 2004, leaving to cherish his memory loving daughter, Trish (Henry) Salomon; caring in-laws, Chris and Debbie Arvidson; adoring niece, Krista; and nephew, Alex; his wife, Marita Arvidson Smith, preceded him in death; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of September, 2004, do hereby pay tribute to William Erby Smith; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of William Erby Smith.

TRIBUTE TO LATE MR. CLEM STEIN, JR.

WHEREAS, Clem Stein, Jr. was the son of Helen and Clement, Sr.; and

WHEREAS, Clem Stein, Jr. supported himself through Saint Thomas Aquinas High School by embarking on his first entrepreneurial venture, The Stein-Lawless pop and sandwich stand; and

WHEREAS, The Stein-Lawless pop and sandwich stand became an expected addition to the Ohio State Fair; and

WHEREAS, It is believed that Clem Stein, Jr. hauled a fifty pound block of ice to and from the pop stand on a daily basis, a stint of ten miles round trip; and

WHEREAS, Clem Stein, Jr. graduated from Ohio State University in 1941; and

WHEREAS, Clem Stein, Jr. attended a graduate business program at Massachusetts Institute of Technology (M.I.T.) in 1957; and

WHEREAS, Clem Stein, Jr. enlisted in the United States Army where he proudly served his country for three years, three months and three days; he achieved the rank of master sergeant; and

WHEREAS, After leaving the military, Clem Stein, Jr. began his thirty-seven year career at Sears and Roebuck Company; and

WHEREAS, Clem Stein, Jr. made history at Sears and Roebuck Company, becoming the youngest national merchandise manager at the age of thirty-eight; and

WHEREAS, Clem Stein, Jr.'s leadership in Sears and Roebuck Company was phenomenal, he was viewed as a teacher, leader and motivator; many successful Sears and Roebuck Company employees continue to extend their gratitude and credit achievements to the guidance they received from Clem Stein, Jr.; and

WHEREAS, At sixty-two, Clem Stein, Jr. retired from Sears and Roebuck Company and started the International Academy of Merchandising and Design; and

WHEREAS, The International Academy of Merchandising and Design, now the International Academy of Design and Technology, allows students to earn the following degrees: Bachelor of Arts, Bachelor of Applied Science, Bachelor of Fine Arts and Associate of Applied Science; and

WHEREAS, Clem Stein, Jr. was the founder of the internationally recognized CACAM Society; and

WHEREAS, Clem Stein, Jr. wrote *The Art of Home Winemaking*; and

WHEREAS, Clem Stein, Jr. edited the not yet published, *Gambler's Digest* volumes 1 -- 3; he was an avid gambler and card player, no one argued or questioned his abilities at the gin rummy table; Clem Stein, Jr. is a renowned player at Las Vegas' Desert Inn; and

WHEREAS, Clem Stein, Jr. was once described by General George Patton as "a very brave man"; and

WHEREAS, Clem Stein, Jr. was the loving husband of Marion for thirty-eight years; Marion Stein's death in September, 2003 was a heartwrenching experience for Clem; and

WHEREAS, Clem Stein, Jr. was the doting father of Jim, Monica, Marilee, Margie, Ken, Nancy, Kimber (Dixon) and Clement III; and

WHEREAS, Clem Stein, Jr. was the adoring grandfather of Melanie, Scott, Meagan, Karilee, Nicole, Alison, Michael, Katie, Brett, Dixon, Mac, Lauren, Lisa and the upcoming twins; and

WHEREAS, Clem Stein, Jr. was the proud great-grandfather of Molly, Alex, Shannon and Emma; and

WHEREAS, Clem Stein, Jr. was the affectionate brother of Adrienne (Denny), Marygene, Frank, Bill and Les; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of September, 2004, do hereby wish Clem Stein, Jr. eternal peace; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Clem Stein, Jr.

*MS. DOROTHY FULLER HONORED FOR
CAREER ACCOMPLISHMENTS.*

WHEREAS, Dorothy Fuller graduated from the University of California Los Angeles with a bachelor of arts; and

WHEREAS, Dorothy Fuller received an honorary Doctor of Humanities from the International Academy of Merchandising and Design; and

WHEREAS, Before starting Dorothy Fuller Productions, Dorothy Fuller was the fashion coordinator for Marshall Fields and fashion director of the Bramson Stores; and

WHEREAS, Dorothy Fuller Productions grew to become a well-respected fashion consulting and show production companies; and

WHEREAS, Dorothy Fuller is the founder and president of the Apparel Industry Board, Inc.; and

WHEREAS, Dorothy Fuller hosted and produced the first closed-circuit television broadcast of French fashion directly from Paris to Chicago; and

WHEREAS, Dorothy Fuller has brought designer collections straight off the runways of Paris, London, Milan and Madrid to the Apparel Center; and

WHEREAS, Dorothy Fuller supported young and upcoming Chicago area designers with the "Chicago Is" showcase, a program she began while working as the fashion director of the Chicago Apparel Center; and

WHEREAS, Dorothy Fuller, in association with the Chicago Manufacturing Center, established the Sewn Products Industry Training Collaborative; the program was tailored to give design and merchandising high school students skill and training to obtain employment in the fashion industry; and

WHEREAS, Dorothy Fuller pays homage to Chicago high fashion with "Chicago Is . . . Red Hot!!!"; "Chicago Is . . . Red Hot!!!" is supported by Target, the *Chicago Sun-Times*, Richard H. Driehaus and the Fashion Group Foundation of Chicago; and

WHEREAS, Dorothy Fuller was appointed chairperson of the Apparel and Fashion Industry Task Force by The Late Honorable Mayor Harold Washington; and

WHEREAS, Dorothy Fuller was honored by the Fashion Group International at their "Galaxy Gala" and received the "Woman of the Year" award at the 1993 Miss Illinois Scholarship Pageant; and

WHEREAS, Dorothy Fuller was appointed by The Honorable Richard M. Daley to serve on the Chicago Workforce Board; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled in meeting this first day of September, 2004, do hereby congratulate Dorothy Fuller on her career accomplishments; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dorothy Fuller.

**CONGRATULATIONS AND BEST WISHES EXTENDED TO
BASEL & BALFOUR ON CONTINUED SUCCESS.**

WHEREAS, Daniel Nack, George L. Jewell and Velvel Tokarskiy are the owners of the kosher food restaurant, Basel & Balfour; and

WHEREAS, Daniel Nack adds flare from experience in the luxury goods markets; and

WHEREAS, George L. Jewell's expertise lies in thirty years of fine dining experience; and

WHEREAS, Velvel Tokarskiy is the business mind of the operation; and

WHEREAS, Basel & Balfour was inspired by an honorary dinner held for Daniel Nack at the Art Institute of Chicago in September, 2003, given by the Center for Jewish Life; George Jewell offered to aid in planning and catering, the gala was a huge success; and

WHEREAS, Daniel Nack, George L. Jewell and Velvel Tokarskiy have set a new, higher standard for kosher cuisine; and

WHEREAS, Basel & Balfour was featured in the August issue of *Chicago* magazine as the "Best Kosher Caterer"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of September, 2004, do hereby congratulate Basel & Balfour on their newfound success and wish them continued excellence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Daniel Nack, George L. Jewell and Velvel Tokarskiy, owners of Basel & Balfour.

*CONGRATULATIONS AND BEST WISHES EXTENDED
TO CHICAGO OFFICE OF DUANE MORRIS L.L.P.
ON CONTINUED SUCCESS.*

WHEREAS, Duane Morris L.L.P. was founded in 1904 from a partnership of prominent Philadelphia lawyers; and

WHEREAS, Duane Morris L.L.P. is a full-service law firm employing approximately five hundred fifty attorneys; Duane Morris L.L.P. is amongst the one hundred largest law firms in the United States; and

WHEREAS, Duane Morris L.L.P. has twenty-one offices spread throughout the United States in major cities like Chicago, New York, Washington, D.C., Houston, San Francisco and Boston; Duane Morris has offices in Europe, Asia, Africa and Australia; and

WHEREAS, Duane Morris L.L.P. has "fostered a collegial culture"; and

WHEREAS, Duane Morris L.L.P. is committed to recruiting and retaining intelligent, capable, talented female and minority lawyers -- diversity and culture remain important elements; and

WHEREAS, Duane Morris L.L.P. has leadership status in bar associations, educational, cultural and charitable organizations; and

WHEREAS, Duane Morris L.L.P. is affiliated with New Jersey Corporation Services, Capitol Corporation Services, Inc., Wescott Financial Advisory Group L.L.C. and others; and

WHEREAS, Duane Morris L.L.P. practices law in many industries including: automotive, capital markets, financial markets, insurance, construction, pharmaceutical and biotechnology; and

WHEREAS, Duane Morris L.L.P. established its Chicago office in 1999 with nine partners; and

WHEREAS, Duane Morris L.L.P.'s Chicago office now has roughly forty lawyers who provide an array of services to organizations in varying industries, with a client base that includes Fortune 500 companies, privately held middle-market companies, emerging growing companies and entrepreneurs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of September, 2004, do hereby congratulate Duane Morris L.L.P. on their tremendous accomplishments and growth and welcome them to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago office of Duane Morris L.L.P.

**CONGRATULATIONS EXTENDED TO GOLD COAST NEIGHBORS
ASSOCIATION ON HOSTING TWENTY-SECOND ANNUAL
"EVENING ON ASTOR".**

WHEREAS, The North State Astor Lake Shore Drive Association was founded in 1957; and

WHEREAS, The North State Astor Lake Shore Drive Association strives to conserve the beauty of their neighborhood; and

WHEREAS, The North State Astor Lake Shore Drive Association takes pride in the history and integrity of their neighborhood; and

WHEREAS, The North State Astor Lake Shore Drive Association is a volunteer organization; and

WHEREAS, Abby Didrickson Zanarini is the president of the North State Astor Lake Shore Drive Association; and

WHEREAS, The mission of the North State Astor Lake Shore Drive Association is "to protect and enhance the heritage of our historic area for the benefit of the neighbors, the City of Chicago at large and for all those who visit our lakefront and parkways. We accomplish this by educating neighbors about our history, providing information on current matters of importance, serving as a public voice, contributing to area beautification and sponsoring forums to exchange ideas. We are an all-volunteer organization and we do these things because we are passionate about our unique neighborhood"; and

WHEREAS, The North State Astor Lake Shore Drive Association will host "Evening on Astor 2004" on September 8, 2004 from 5:30 P.M. to 8:30 P.M. on Astor Street between Goethe Street and Banks Street; and

WHEREAS, "Evening on Astor 2004" will be a major celebration of people dancing in the streets to the music of the Michael Lerich Orchestra, dining on food from Mario's Ristorante and enjoying beverages from the Lodge Management; and

WHEREAS, "Evening on Astor 2004" will have games and clowns for children to enjoy; and

WHEREAS, Tom Gariti is the chairperson of the "Evening on Astor 2004" extravaganza and Susan Matyus will co-chair; and

WHEREAS, The theme "ALL NEW at 22" is indicative of the changes the North State Astor Lake Shore Drive Association are implementing; the new name and logo will be unveiled at the celebration; and

WHEREAS, The North State Astor Lake Shore Drive Association will now be known as the "Gold Coast Neighbors Association"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of September, 2004, do hereby congratulate the Gold Coast Neighbors Association on their twenty-second annual "Evening on Astor" and wish them much success in their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Gold Coast Neighbors Association.

*CONGRATULATIONS EXTENDED TO REHABILITATION INSTITUTE
OF CHICAGO ON NUMEROUS ACCOMPLISHMENTS.*

WHEREAS, The Rehabilitation Institute of Chicago was founded in 1954 by Dr. Paul B. Magnuson; and

WHEREAS, The Rehabilitation Institute of Chicago was originally based in a converted warehouse on Ohio Street; and

WHEREAS, In 1969, the Rehabilitation Institute of Chicago introduced their continuing education program, the Academy's Dixon Education & Training Center; the center services thousands of health care professionals from all over the world each year; and

WHEREAS, The Rehabilitation Institute of Chicago was first established to assist war veterans who returned home from war with disabilities that hindered their daily lives; and

WHEREAS, The Rehabilitation Institute of Chicago is now the provider of a multitude of services that include treatment for brain injury, spinal cord injury and stroke, arthritis, chronic pain and sport injuries; and

WHEREAS, The Rehabilitation Institute of Chicago offers specialized services in assistive technology, prosthetics and orthotics and vocational rehabilitation; and

WHEREAS, The Rehabilitation Institute of Chicago is home to the Northwestern University Feinberg School of Medicine Department of Physical Medicine and Rehabilitation; and

WHEREAS, The Rehabilitation Institute of Chicago has broken barriers in the medical sciences by combining traditional physical medical practices with technology; and

WHEREAS, The Rehabilitation Institute of Chicago is the leader in neural engineering; R.I.C. developed the Lokomat, "a robot that may help people with paralysis learn to walk again, while brain mapping determines how brain activity changes after strokes"; and

WHEREAS, The Rehabilitation Institute of Chicago developed the "bionic arm" for Jesse Sullivan, a power company linesman who had both arms amputated at the shoulder as a result of an on-the-job accident;

WHEREAS, The Rehabilitation Institute of Chicago is the only federally-designated Stroke Rehabilitation and Research Center in the country; and

WHEREAS, The Rehabilitation Institute of Chicago has a team of professionals who are dedicated to assisting individuals learn to lead a happy and healthy life; the team is made up of speech/language pathologists, psychologists, chaplains, recreation therapists, social workers, rehabilitation engineers, vocational counselors and respiratory specialists and many other health care professionals, even a therapy dog named Len; and

WHEREAS, The Rehabilitation Institute of Chicago's health club, The Galvin Health & Fitness Center, is designed specifically for people with disabilities; the Wirtz Sports Program allows members of the club to play tennis, golf, volleyball, softball and other sports; and

WHEREAS, The Rehabilitation Institute of Chicago's R.I.C. Women with Disabilities Center addresses feminine needs; and

WHEREAS, The Rehabilitation Institute of Chicago offers day rehabilitation services, which allow patients to partake in intensive therapies during the day and return home at night; and

WHEREAS, The Rehabilitation Institute of Chicago has over thirty locations in the Chicago area and in Southern Illinois; R.I.C. has strategic alliances with Advocate at Illinois Masonic Medical Center, Alexian Brothers Medical Center, Riverside Medical Center, Southern Illinois Healthcare and RML Specialty Hospital; and

WHEREAS, In 2002, the Joint Commission on Accreditation of Healthcare Organizations and the Commission on Accreditation of Rehabilitation Facilities awarded the Rehabilitation Institute of Chicago with accreditation; and

WHEREAS, The Rehabilitation Institute of Chicago has been ranked the "Best Rehabilitation Hospital in America" by *U.S. News and World Report* for the fourteenth consecutive year; no other hospital in any specialty has consistently ranked number one; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this first day of September, 2004, do hereby congratulate and praise the Rehabilitation Institute of Chicago for its dedicated staff, tremendous accomplishments and fifty years of excellence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Henry B. Betts, M.D., Chairman of the Rehabilitation Institute of Chicago Foundation.

Presented By

ALDERMAN DALEY (43rd Ward):

TRIBUTE TO LATE MR. JOHN H. ALSCHULER.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward John H. Alschuler, beloved citizen and friend, June 29, 2004, at the age of eighty-five years; and

WHEREAS, John H. Alschuler was a graduate of the Massachusetts Institute of Technology and the University of Michigan, and also served in the Navy during World War II, supervising shipbuilding in San Francisco; and

WHEREAS, John H. Alschuler was known and respected as an architect and designed and built dozens of homes, commercial buildings and synagogues, but his proudest accomplishment was the Ogden Corners development that provides affordable housing in Lincoln Park; and

WHEREAS, John was a resident of Lincoln Park since the 60s and worked hard to maintain the diversity in the neighborhood that was present when he moved to the area; and

WHEREAS, John H. Alschuler leaves to celebrate his life Beverly Zacharias; two daughters, Jean Reed and Liora; a sister, Marian Alschuler Despres and five grandchildren and four great-grandchildren and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby express our sorrow on the death of John H. Alschuler and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the John H. Alschuler family.

TRIBUTE TO LATE MR. DAN KORBELAK.

WHEREAS, God in His infinite wisdom and judgement has called to his eternal reward Dan Korbelaak, beloved citizen and friend, June 23, 2004 at the age of

seventy-eight years; and

WHEREAS, Dan KorbelaK was a graduate of Otterbein College and a student at the Institute of Design at the Illinois Institute of Technology. He also served in the Navy toward the end of World War II; and

WHEREAS, Dan KorbelaK married Irmingard "Bunnie" Kaltschmidt and three years later they opened their store, Distinctive Interior Designs. He built their store interior entirely by himself and it became a neighborhood source for fine gifts and decorative items; and

WHEREAS, Dan KorbelaK's beloved store remained open for thirty-eight years before it was destroyed by fire in 1999; and

WHEREAS, Dan KorbelaK leaves to celebrate his life his loving wife of thirty-six years; two sisters, Anna Zacharkow and Rose Maguire; a brother, John; and nieces and nephews and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby express our sorrow on the death of a beloved community member, Dan KorbelaK, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Dan KorbelaK and family.

**GRATITUDE EXTENDED TO MS. PAULA S. BARRINGTON
FOR CONTRIBUTIONS TO OLD TOWN COMMUNITY.**

WHEREAS, The Old Town Merchants and Residents Association is a long-standing association that brings residents and businesses together for the growth and vitality of the Old Town community; and

WHEREAS, The Old Town Merchants and Residents Association has flourished in members and contributions to the community under the leadership of Paula S. Barrington who has served as its executive director for the past six years; and

WHEREAS, Paula came to the association with a rich history of managing large buildings and properties. Most recently, she worked in Oak Park managing the downtown area; and

WHEREAS, During Paula's tenure with O.T.M.R.A. she shepherded the multi-million dollar Streetscape Project which structurally beautified and enhanced Old Town; and

WHEREAS, During her tenure the name of the association was changed from the Old Town Chamber of Commerce to the Old Town Merchants and Residents Association in order to more accurately reflect the involvement of all people who live and work in the Old Town community; and

WHEREAS, She created the board of trustees, made up of former members of the board of directors, in order to maximize the involvement and contributions to the association from those experienced members; and

WHEREAS, Paula also actively expanded the number of Wells Street activities from one in 1998 to six this year including: the Wells Street Arts Festival, Old Town Family Movie Night and the Crush Wine Tasting; and

WHEREAS, Paula has made major contributions to the community during her tenure. She will be missed, since she is resigning to spend more time with her twin five-year old boys; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby congratulate and thank Paula Barrington for her contributions to her community, the Old Town Merchants and Residents Association and to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Paula S. Barrington.

**GRATITUDE EXTENDED TO MS. LUCILLE BERGEN FOR
CONTRIBUTIONS TO LINCOLN PARK COMMUNITY
AND DECLARATION OF SEPTEMBER 1, 2004
AS "LUCILLE BERGEN DAY".**

WHEREAS, Lucille (Cele) Marlene Lostroscio Bergen has been a resident of Lincoln Park and the 43rd Ward for forty years; and

WHEREAS, Ms. Bergen is also a lifelong resident of the City of Chicago; and

WHEREAS, Ms. Bergen has been the director of The After School Center and Klement Kids; and

WHEREAS, Ms. Bergen has been a teacher at Park West Cooperative Nursery School for the past sixteen years; and

WHEREAS, Ms. Bergen has been a contributing member of Wrightwood Neighbors and numerous other communities and neighborhood organizations; and

WHEREAS, Ms. Bergen is being honored on the occasion of her retirement from Park West Cooperative Nursery School; and

WHEREAS, Ms. Bergen has been a good friend, valued friend and mentor and an asset to the community; and

WHEREAS, Ms. Bergen has been an innovative teacher whose professionalism, innovative teaching, kindness, integrity and her respect for children and families, and her devotion and commitment to them are acknowledged by all; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004 A.D., do hereby declare this day Lucille Bergen Day in recognition of her accomplishments and contribution to the children and families of her community; and

Be It Further Resolved, That a suitable copy of this resolution is prepared and presented to Lucille (Cele) Marlene Lostroscio Bergen.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO MR. THOMAS JAMES BOHLMAN
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Thomas James Bohlman, outstanding young citizen of Chicago's great 45th Ward, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A proud member of Boy Scouts of America Troop Number 969, Thomas James Bohlman has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Thomas James Bohlman represents the finest standards of youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this first day of September, 2004 A.D., do hereby offer our heartiest congratulations to Thomas James Bohlman on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas James Bohlman.

Presented By

ALDERMAN SHILLER (46th Ward):

**CONGRATULATIONS EXTENDED TO MS. NETTIE BECKER
ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Nettie Becker has lived in Chicago all her life; and

WHEREAS, Nettie is the youngest of four children, including Sally, Sylvia and Lilly; and

WHEREAS, She has survived two husbands, Frank Goldberg, brother of United States Supreme Court Justice Arthur Goldberg, and Charlie Becker; and

WHEREAS, Nettie has one son, Barry Goldberg, who is married to Gail, living in Los Angeles, California; and

WHEREAS, Barry and Gail Goldberg are parents to Nettie's grandchild, Aram Goldberg; and

WHEREAS, Nettie's great-grandniece, Andrea Tobor, enjoys spending time with and sharing stories with Nettie; and

WHEREAS, Nettie was a professional singer and piano player beginning when she was eight years old continuing until she was eighty-seven years old, often traveling great distances to sing and play for residents of nursing homes, oftentimes with

performer Paul Munie, who in June of 1940 gave her an autographed photograph addressed to "My Old Pal, Nettie Becker", wishing her "Happiness Always"; and

WHEREAS, Nettie has traveled the world extensively; and

WHEREAS, She has lived in her home at 3950 North Lake Shore Drive for forty-five years; and

WHEREAS, Nettie is a member of the Anshe Emet Synagogue; and

WHEREAS, On September 30, 2004, Nettie will celebrate her one hundredth birthday; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004, do hereby honor and congratulate Nettie Becker on her one hundredth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Nettie Becker.

**CONGRATULATIONS EXTENDED TO MR. MILTON HERST
ON EIGHTY-FIFTH BIRTHDAY.**

WHEREAS, Milton Herst has been a community activist concerned with issues of social and political justice and issues concerning Israel and Jewish identity for over fifty years; and

WHEREAS, Milton Herst's activities have included involvement and membership in the Depression-era "Hull House Conference Against the High Cost of Living", the Albany Park Community Council, the Max Strauss and Henry Hart Jewish Community Centers, the Win-Hood Co-op Apartments as president and trustee, the Chicago Committee to Defend the Bill of Rights, the National Alliance to End Repression, the National Committee Against Repressive Legislation, the Chicago Metro Ethics Coalition, Common Cause, Clergy and Laity Concerned, SOJOURN, the Justice Coalition of Greater Chicago, Chicago Friends of Peace Now, the New Jewish Agenda, the National Council of Jewish Women, the Holocaust Memorial Foundation of Illinois, the Social Action Committee of Temple Beth Israel, the Jewish Council on Urban Affairs, the DuSable Museum of African American History, and sixteen years of efforts on behalf of the homeless with the Second Baptist Church of Evanston; and

WHEREAS, Milton Herst serves as president of the Midwest Jewish Council which sponsored the annual commemoration of the heroic Warsaw ghetto uprising, which remembered not only the Holocaust but the magnificent fighting spirit of the Jewish Resistance; and

WHEREAS, Milton Herst's life work also includes his service in World War II and his early voice as a veteran who was opposed to the Vietnam War; and

WHEREAS, Milton Herst and his wife Ilse have raised two fine children, Jerry and Esther, who carry on the family tradition of seeking justice and all that it entails; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of September, 2004, do hereby congratulate Milton Herst on his eighty-fifth birthday celebration and thank him for his many years of dedicated service to the community and the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Milton Herst and his family.

**CONGRATULATIONS EXTENDED TO MS. SARA SHILLER
ON NINETIETH BIRTHDAY.**

WHEREAS, The oldest of five children, Sara Shiller was born in Boronovic, Belarus on September 14, 1914 -- by our calendar but she recently has been trying to observe September 27 due to differences in the Julian and Gregorian calendars; and

WHEREAS. Her mother Henni-Rachel Zelicovich passed away when she was eighty-three; and

WHEREAS, Sara came to Ellis Island with her family -- the Trop family -- when she was six years old to live in the Bronx.; and

WHEREAS, In the summer of 1931 she worked in a dress factory and saw first-hand how devastating the Great Depression was; and

WHEREAS, She has since been a devoted advocate for social, economic and political justice for all people and peoples; and

WHEREAS, Sara married Morris, another first generation immigrant from Russia, when she was twenty-two; and

WHEREAS, While raising four children she got her master's degree and then taught health in the Long Island schools; and

WHEREAS, Sara loves to travel and give entertaining slide shows on her visits to forty countries on five continents; and

WHEREAS, Sara attended Walton High School in the Bronx, New York, graduating in 1931, Lebanon Hospital Nursing School, graduating in 1935 with a R.N. diploma, Hunter College, graduating in 1961 with a Bachelor of Arts degree, and Adelphi University, graduating in 1970 with a master's in health education; and

WHEREAS, Sara worked for BOCES of New York from 1962 -- 1970, for Roslyn (LI) School District from 1970 -- 1977 and the NYU Hospital Skin & Cancer Unit from 1979 -- 1985; and

WHEREAS, She received an award in 1935 from the Lebanon Hospital Nursing School for first prize for scholarship in her graduating class; and

WHEREAS, She was president of the Board of the Lebanon Hospital Alumni Nurses Association from 1989 -- 2004; and

WHEREAS, Sara moved from Roslyn to midtown Manhattan in 1977 where she has resided since; and

WHEREAS, This resolution is the result of a joint effort on the part of Sara's children; and

WHEREAS, Sara is celebrating her ninetieth birthday on September 27, 2004; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of September, 2004, do hereby honor and congratulate Sara Shiller on her ninetieth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sara Shiller.

Presented By

ALDERMAN M. SMITH (48th Ward):

TRIBUTE TO LATE MR. CHARLES E. CLIFTON.

WHEREAS, Charles E. Clifton has been called to eternal life by the wisdom of God at the age of forty-five; and

WHEREAS, The Mayor and the Chicago City Council have been informed of his passing by Alderman Mary Ann Smith; and

WHEREAS, A resident of the Kenwood neighborhood of Chicago, Charles Clifton was the loving partner of Kurt Kausch; and

WHEREAS, Charles Clifton lead a life dedicated to service, education and leadership in the City of Chicago, serving as an inspiration to men and women across the City; and

WHEREAS, Charles Clifton dedicated his career and his volunteer efforts to advancing prevention and treatment efforts for HIV and AIDS, serving not only as executive director of Test Positive Aware Network, but also as a leader in local, national and international policy, advocacy and service organizations; and

WHEREAS, Charles Clifton worked tirelessly as a leader in the Black community to raise awareness of HIV/AIDS, encourage testing and education and provide accessible treatment as a founding member and director of MOCHA; and

WHEREAS, The limitless dedication, abundant humor, sacrifice and bravery of Charles Clifton serve as an example to all; and

WHEREAS, Charles Clifton will be missed by his partner Kurt Kausch; his mother Claudell Clifton Weaver; sisters Charlotte Renee Jones and Carmen Cole-Crawford; and his many friends to whom he leaves a legacy of service, dignity and courage; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this first day of September, 2004, do hereby commemorate Charles E. Clifton for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles E. Clifton

TRIBUTE TO LATE MR. C. MICHAEL "MIKE" SAVAGE

WHEREAS, C. Michael "Mike" Savage has been called to eternal life by the wisdom of God at the age of fifty-one; and

WHEREAS, The Mayor and the Chicago City Council have been informed of his passing by Alderman Mary Ann Smith; and

WHEREAS, A resident of the Lakeview neighborhood of Chicago, Mike Savage was the loving partner of Andrew Swan; and

WHEREAS, Mike Savage lead a life dedicated to community service, social justice, family and faith; and

WHEREAS, Mike Savage had a distinguished career at Heartland Alliance, United Neighborhood Organization, Fenway Community Health Center of Boston and Chief Executive Office of Access Community Health Network, which he lead in an expansion from nine to forty-one clinics serving one hundred sixty thousand of the working poor, uninsured and medically underserved across Chicago; and

WHEREAS, Mike Savage selflessly gave of his personal time in leadership positions in many local and national organizations such as Illinois Public Health Care Association, Dignity, USA, United Power for Action and Justice among many others; and

WHEREAS, Mike Savage was an inspiration to those who fought for equal access to health care, who struggled with substance abuse issues and who crusaded for social justice and human dignity; and

WHEREAS, Mike Savage will be missed by his partner Andy Swan; his mother Maureen; his brother and sister and their families to whom he leaves a legacy of courage, devout faith and good works; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this first day of September, 2004, do hereby commemorate C. Michael "Mike" Savage for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mike Savage.

Presented By

ALDERMAN STONE (50th Ward):

**CONGRATULATIONS EXTENDED TO CURVES FITNESS
CENTER AND OWNER MS. CHRISTINE OLSEN
ON FIRST ANNIVERSARY.**

WHEREAS, Christine Olsen is the owner of Curves at 7300 North Western Avenue and had her first anniversary on August 4, 2004. During that one year she has been most successful with two food drives, a Christmas drive, a fund raiser for Howard Area Community Center and has raised Two Thousand plus Dollars for the March of Dimes; and

WHEREAS, Ms. Olsen was born and raised in St. Paul, Minnesota, graduated from the University of Missouri in 1974; and

WHEREAS, Ms. Olsen moved to California and that is when she went to work for United Airlines as a flight attendant. Working for United Airlines brought her to Chicago. Christine retired from United Airlines in 2003 after twenty years of service; and

WHEREAS, Ms. Olsen loves Chicago and has been a resident of Andersonville for seven years; she hopes to move to Rogers Park in the future; and

WHEREAS, Ms. Olsen has been fitness oriented for fifteen plus years, and she said her first year of owning Curves has been extremely rewarding, and her goal is to give back to the community and the women of Rogers Park as much as they have given to her. Christine feels businesses should give back to their community; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago do hereby wish Christine Olsen congratulations and continued success with "Curves" and her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ms. Christine Olsen for her dedication in helping those less fortunate.

*CONGRATULATIONS EXTENDED TO DECALOGUE SOCIETY
OF LAWYERS ON SEVENTIETH ANNIVERSARY.*

WHEREAS, The Decalogue Society of Lawyers was established in 1934 in Chicago, Illinois to combat discrimination and anti-Semitism; and

WHEREAS, The Decalogue Society of Lawyers is celebrating seventy years as Chicagoland's only Jewish Bar Association; and

WHEREAS, Members of the Decalogue Society continue to act to maintain vigilance against public and private practices which are anti-social, discriminatory, anti-Semitic or oppressive and to join with other groups and minorities to protect legal rights and privileges; and

WHEREAS, Members of the society seek to combine those aspects of their lives unique to being both an attorney and a Jew through involvement in the Decalogue Society's activities, goals and missions; and

WHEREAS, The Decalogue Society members actively participate in social action and community service for public welfare including providing pro-bono or reduced-fee legal aid to the needy; and

WHEREAS, Members seek to bring increased dignity and honor to the legal profession and their Jewish heritage, which serve as driving inspirations for their actions; and

WHEREAS, The Decalogue Society promises a future of continuing devotion on the community's behalf of worthy goals and principles; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize the Decalogue Society's seventieth birthday on October 13, 2004 and the accompanying historical achievements and future goals and represent members' commitment to the Jewish faith and the legal profession; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Decalogue Society wishing them a happy seventieth birthday.

MATTERS PRESENTED BY THE ALDERMEN.

**(Presented By Wards, In Order, Beginning
With The First Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING
ZONES AT SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
HAITHCOCK (2 nd Ward)	South Ashland Avenue, at 220 -- 15 minute limit with hazard lights activated -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	South Financial Place, at 400 -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday;
	South Indiana Avenue, at 1933 -- 15 minute limit with hazard lights activated -- 5:00 P.M. to 2:00 A.M. -- daily;
<i>CÁRDENAS</i> (12 th Ward)	West 44 th Street, at 1656 -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>BURNETT</i> (27 th Ward)	West Washington Boulevard, at 802 -- 11:00 A.M. to 7:00 P.M. -- Tuesday through Sunday;
	West Grand Avenue, at 1359 -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;
	West Madison Street, at 1301 -- 6:00 A.M. to 8:00 P.M. -- Monday through Friday and 7:00 A.M. to 12:00 Noon -- Saturday;
	North Sedgwick Street, at 1448 -- 1450, for two vehicles -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Wolcott Avenue, at 310 -- 314 -- 7:30 A.M. to 12:00 Noon -- daily;
<i>MATLAK</i> (32 nd Ward)	North Lincoln Avenue, at 2750 -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31091

Alderman	Location, Distance And Time
<i>ALLEN</i> (38 th Ward)	West Belmont Avenue (north side) at 5330, from a point 203 feet west of North Lockwood Avenue, to a point 20 feet west thereof -- 6:00 A.M. to 8:00 P.M. -- daily;
<i>NATARUS</i> (42 nd Ward)	North Clark Street, at 744 -- 9:00 A.M. to 8:30 P.M. -- Monday through Saturday;
	North Dearborn Street, at West Erie Street -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Dearborn Street, at 674, for two vehicles -- 10:00 A.M. to 6:00 P.M. -- daily;
	North Dearborn Street, at 810, for two vehicles -- 8:30 A.M. to 9:30 P.M. -- Monday through Saturday;
	West Ontario Street, at 358 -- 11:00 A.M. to 12:00 Midnight -- daily;
	North State Street, at 1153 -- 8:00 A.M. to 8:00 P.M. -- daily;
	North State Parkway, at 1540 -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Wells Street, at 500 -- 8:30 A.M. to 9:30 P.M. -- Monday through Saturday;
<i>DALEY</i> (43 rd Ward)	West Division Street, at 164, for a distance of 50 feet between meter and bus stop -- 9:00 A.M. to 11:00 P.M.;

Alderman	Location, Distance And Time
	West North Avenue, at 163, for a distance of 50 feet -- 11:00 A.M. to 12:00 P.M. (valet);
<i>SCHULTER</i> (47 th Ward)	North Ashland Avenue, at 3708 -- 15 minute limit with hazard lights activated -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Lincoln Avenue, at 3937 -- 15 minute limit with hazard lights activated -- 10:00 A.M. to 6:00 P.M. -- Monday through Friday;
	North Western Avenue, at 4118 -- 15 minute limit with hazard lights activated -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>MOORE</i> (49 th Ward)	North Paulina Street, at 7622 -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>STONE</i> (50 th Ward)	West Devon Avenue, at 2642, for approximately 45 feet -- 9:00 A.M. to 10:00 P.M. (remove Meter Numbers 10211 and 1430).
	West Touhy Avenue, at 2738 -- 2740, for a distance of 42 feet -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH CLIFTON AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 14, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 35552) which established loading zones on portions of specified public ways by striking the words: "North Clifton Avenue (east side) from a point 120 feet south of North Broadway, to a point 25 feet south -- no parking/loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "North Clifton Avenue (east side) from a point 177 feet south of North Broadway, to a point 25 feet south thereof -- no parking/loading zone/tow-away zone -- 5:00 A.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 2936 NORTH SOUTHPORT AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Southport Avenue (north side) at 2936 -- 6:00 P.M. to 11:00 P.M. -- Monday, Tuesday, Thursday and Friday and 1:00 P.M. to 11:00 P.M. -- Wednesday, Saturday and Sunday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION OF LOADING
ZONE AT 20 EAST DELAWARE PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to give consideration to the extension of the loading zone in effect at all times at 20 East Delaware Place, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 6045 WEST IRVING PARK ROAD.

Alderman Allen (38th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a loading zone at 6045 West Irving Park Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF LOADING ZONES/
TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones/tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MURPHY (18 th Ward)	South Kedzie Avenue, at 8236 -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday;
REBOYRAS (30 th Ward)	West Belmont Avenue, at 5230 -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 12:00 A.M. -- daily;
DALEY (43 rd Ward)	West Roslyn Place, at 444, for one parking space -- 8:00 A.M. to 9:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE/TOW-AWAY ZONE ON PORTION
OF WEST ARMITAGE AVENUE.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend an amended ordinance passed by the City Council on March 16, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 30340) and further amended on November 30, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 62726), which established loading zones/tow-away zones on portions of specified public ways by striking the words: "West Armitage Avenue (north side) from a point 145 feet west of North Halsted Street, to a point 45 feet west thereof -- loading zones/tow-away zones -- 12:00 Noon to 1:00 A.M. -- daily" and inserting in lieu thereof: "West Armitage Avenue (north side) from a point 145 feet west of North Halsted Street, to a point 45 feet west thereof -- loading zone/tow-away zone -- 9:00 A.M. to 1:00 A.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
NO PARKING/LOADING ZONE/TOW-AWAY ZONE AT
1732 NORTH HALSTED STREET.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established no parking/loading zones/tow-away zones on portions of specified public ways by striking the words: "North Halsted Street, at 1732 -- no parking/loading zone/tow-away zone -- 5:00 P.M. to 12:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "North Halsted Street, at 1732 -- no parking/loading zone/tow-away zone -- 8:00 A.M. to 12:00 A.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE/TOW-AWAY ZONE AT
1952 NORTH HALSTED STREET.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously

passed ordinance which established loading zone/tow-away zone on portions of specified public ways by striking the words: "North Halsted Street, at 1952 -- 6:00 P.M. to 1:00 A.M. -- Tuesday through Sunday (valet)" and inserting in lieu thereof: "North Halsted Street, at 1952 -- 10:00 A.M. to 1:00 A.M. -- daily (valet)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred --ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Direction
OLIVO (13 th Ward)	South Menard Avenue, from West 63 rd Street to West 59 th Street -- northerly;
T. THOMAS (15 th Ward)	South Wood Street, from West 61 st Street to West 59 th Street -- northerly; West 61 st Street, from South Wood Street -- northerly;
MURPHY (18 th Ward)	South Francisco Avenue, from West 83 rd Street to West 85 th Street -- northerly; South Hamilton Avenue, from the 8300 block to the 8400 block -- southerly; South Whipple Street, from West 83 rd Street to West 85 th Street -- southerly;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31097

Alderman

Location, Distance And Direction

ZALESKI (23rd Ward)

South Neva Avenue, from West 56th Street to the first alley north -- northerly;

West 56th Street, from South Harlem Avenue to the first alley east -- westerly.

Referred -- INSTALLATION OF PARKING METERS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to cause the installation of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

SUAREZ (31st Ward)

West Fullerton Avenue (both sides) from North Keeler Avenue to North Kostner Avenue -- 25 cents per hour -- 2 hour limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

West Diversey Avenue (both sides) from North Cicero Avenue to North Lavergne Avenue -- 25 cents per hour -- 2 hour limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

MATLAK (32nd Ward)

West Cortland Street (both sides) from North Marshfield Avenue to North Paulina Street -- 25 cents per hour -- 2 hour limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman

Location

West Cortland Street (north side) between North Paulina Street to North Hermitage Avenue -- 25 cents per hour -- 2 hour limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

North Milwaukee Avenue (northeast side) between North Western Avenue and West Bloomingdale Avenue -- 25 cents per hour -- 1 hour limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

DALEY (43rd Ward)

North Bissell Street (both sides) from West Armitage Avenue to the first alley north thereof -- 25 cents per 30 minutes -- 2 hour limit -- 9:00 A.M. to 6:00 P.M. -- daily;

North Sheffield Avenue (both sides) from West Armitage Avenue to the first alley north thereof -- 25 cents per 30 minutes -- 2 hour limit -- 9:00 A.M. to 6:00 P.M. -- daily.

Referred -- CONSIDERATION FOR INSTALLATION OF
PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Cárdenas (12th Ward) presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Francisco Avenue, from West 26th Street to the first alley -- 25 cents per hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday; and

West 26th Street, at 2904 -- 25 cents per hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
INSTALLATION OF PARKING METERS ON PORTION
OF NORTH ASHLAND AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which authorized the installation of parking meters on portions of specified public ways by striking the words: "North Ashland Avenue, in the 3500 block (which includes Parking Meter Numbers 452177, 452178, 452179, 452180, 452181, 452182, 452183 and 452184) 8:00 A.M. to 9:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "North Ashland Avenue, in the 3500 block (which includes Parking Meter Numbers 452177, 452178, 452179, 452180, 452181, 452182, 452183 and 452184) 8:00 A.M. to 5:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>FLORES</i> (1 st Ward)	West Augusta Boulevard, at 1751 (Handicapped Parking Permit 38123); North Cleaver Street, at 1252 (Handi- capped Parking Permit 39043);

Alderman

Location And Distance

West Cortez Street, at 2332 (Handi-capped Parking Permit 39046);

North Elston Avenue, at 3131 (Handi-capped Parking Permit 39037);

North Hermitage Avenue, at 1066 (Handi-capped Parking Permit 39038);

West Nelson Street, at 2730 (Handi-capped Parking Permit 39042);

West North Avenue, at 1725 (handi-capped permit parking);

West Palmer Street, at 2515 (Handi-capped Parking Permit 39040);

HAITHCOCK (2nd Ward)

West Monroe Street, at 2315 (Handi-capped Parking Permit 38877);

PRECKWINKLE (4th Ward)

South Blackstone Avenue, at 5427 (Handicapped Parking Permit 40932);

South Drexel Boulevard, at 4830 (Handi-capped Parking Permit 40933);

East Hyde Park Boulevard, at 1027 (Handicapped Parking Permit 40950);

South Oakenwald Avenue, at 4344 (Handicapped Parking Permit 40930);

East 53rd Street, at 1000 (Handicapped Parking Permit 40654);

HAIRSTON (5th Ward)

South Kenwood Avenue, at 5639 (post signs at 5631) (Handicapped Parking Permit 41773);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31101

Alderman

Location And Distance

East 70th Street, at 2373 (Handicapped
Parking Permit 38103);

LYLE (6th Ward)

South Eberhart Avenue, at 7010 (Handi-
capped Parking Permit 35763);

South Eberhart Avenue, at 7931 (Handi-
capped Parking Permit 35768);

South Eberhart Avenue, at 8235 (Handi-
capped Parking Permit 35775);

South Langley Avenue, at 7924 (Handi-
capped Parking Permit 40543);

South Michigan Avenue, at 7615 (Handi-
capped Parking Permit 42198);

South Vernon Avenue, at 7321 (Handi-
capped Parking Permit 36001);

East 87th Place, at 503 (Handicapped
Parking Permit 40547);

East 88th Place, at 433 (Handicapped
Parking Permit 35777);

East 91st Place, at 609 (Handicapped
Parking Permit 35772);

BEAVERS (7th Ward)

South Colfax Avenue, at 8425 (Handi-
capped Parking Permit 41560);

South Euclid Avenue, at 9544 (Handi-
capped Parking Permit 41570);

East 81st Street, at 2542 (Handicapped
Parking Permit 40383);

Alderman	Location And Distance
<i>STROGER</i> (8 th Ward)	West 90 th Street, at 1317 (Handicapped Parking Permit 39471);
<i>POPE</i> (10 th Ward)	South Avenue B, at 11137 (Handicapped Parking Permit 41504); South Avenue E, at 10448 (Handicapped Parking Permit 41503); South Avenue M, at 13334 (Handicapped Parking Permit 41906); South Burley Avenue, at 8938 (Handicapped Parking Permit 41495); South Escanaba Avenue, at 8814 (Handicapped Parking Permit 42915); South Green Bay Avenue, at 11108 (Handicapped Parking Permit 41500);
<i>BALCER</i> (11 th Ward)	South Emerald Avenue, at 3442 (Handicapped Parking Permit 42575); South Farrell Street, at 3014 (Handicapped Parking Permit 41869); South Hamilton Avenue, at 3640 (Handicapped Parking Permit 41862); South Hermitage Avenue, at 3424 (Handicapped Parking Permit 38364); South Hoyne Avenue, at 3649 (Handicapped Parking Permit 41849); South Union Avenue, at 3126 (Handicapped Parking Permit 41861);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31103

Alderman

Location And Distance

South Wallace Street, at 3438 (Handi-
capped Parking Permit 41708);

West 36th Street, at 920 (Handicapped
Parking Permit 41458);

CÁRDENAS (12th Ward)

West Luther Street, at 2601 (Handi-
capped Parking Permit 38232);

South Talman Avenue, at 4442 (Handi-
capped Parking Permit 40767);

South Wood Street, at 4316 (Handi-
capped Parking Permit 40768);

West 38th Street, at 2916 (Handicapped
Parking Permit 38603);

West 42nd Street, at 2710 (Handicapped
Parking Permit 42507);

OLIVO (13th Ward)

South Karlov Avenue, at 6134 (Handi-
capped Parking Permit 40578);

South Kilbourn Avenue, at 6551 (Handi-
capped Parking Permit 40587);

South Kolin Avenue, at 6547 (Handi-
capped Parking Permit 40585);

South Major Avenue, at 6147 (Handi-
capped Parking Permit 40579);

West 56th Street, at 3821 (Handicapped
Parking Permit 42857);

West 60th Place, at 3816 (Handicapped
Parking Permit 40580);

West 63rd Place, at 5714 (Handicapped
Parking Permit 38737);

Alderman	Location And Distance
	West 63 rd Place, at 5751 (Handicapped Parking Permit 40583);
	West 64 th Place, at 5840 (Handicapped Parking Permit 42269);
	West 64 th Street, at 3924 (Handicapped Parking Permit 42180);
<i>BURKE</i> (14 th Ward)	South Archer Avenue, at 4485 (Handicapped Parking Permit 35798);
	South Campbell Avenue, at 4945 (Handicapped Parking Permit 35802);
	South Campbell Avenue, at 5022 (Handicapped Parking Permit 40892);
	South Christiana Avenue, at 4639 (Handicapped Parking Permit 40893);
	South Christiana Avenue, at 5711 (Handicapped Parking Permit 42105);
	South Francisco Avenue, at 5734 (Handicapped Parking Permit 40895);
	South Troy Street, at 5142 (Handicapped Parking Permit 42106);
	West 40 th Place, at 2830 (Handicapped Parking Permit 40890);
<i>T. THOMAS</i> (15 th Ward)	South Fairfield Avenue, at 6043 (Handicapped Parking Permit 41344);
	South Hamilton Avenue, at 6321 (Handicapped Parking Permit 30839);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31105

Alderman	Location And Distance
	South Hermitage Avenue, at 6335 (Handicapped Parking Permit 42926);
	South Rockwell Street, at 6224 (Handi- capped Parking Permit 42927);
	South Sacramento Avenue, at 6540 (Handicapped Parking Permit 42925);
	South Talman Avenue, at 6141 (Handi- capped Parking Permit 41337);
<i>MURPHY (18th Ward)</i>	South Marshfield Avenue, at 8525 (Handicapped Parking Permit 30676);
	South Winchester Avenue, at 8342 (Handicapped Parking Permit 30677);
	South Wolcott Avenue, at 7531 (Handi- capped Parking Permit 30678);
<i>TROUTMAN (20th Ward)</i>	South Eberhart Avenue, at 6347 (Handi- capped Parking Permit 39965);
	South Michigan Avenue, at 6654 (Handi- capped Parking Permit 41873);
<i>BROOKINS (21st Ward)</i>	South Bishop Street, at 8259 (Handi- capped Parking Permit 42569);
	South Bishop Street, at 9026 (Handi- capped Parking Permit 39457);
	South Loomis Boulevard, at 7921 (Handicapped Parking Permit 39435);
	South Parnell Avenue, at 9121 (Handi- capped Parking Permit 40207);

Alderman

Location And Distance

South Peoria Street, at 9305 (Handi-
capped Parking Permit 41959);

South Peoria Street, at 9812 (Handi-
capped Parking Permit 41817);

South Perry Avenue, at 9540 (Handi-
capped Parking Permit 42549);

South Throop Street, at 8532 (Handi-
capped Parking Permit 41816);

South Winchester Avenue, at 8726
(Handicapped Parking Permit 38779);

South Winston Avenue, at 9825 (Handi-
capped Parking Permit 42548);

West 97th Place, at 1227 (Handicapped
Parking Permit 41210);

West 98th Street, at 1242 (Handicapped
Parking Permit 41815);

MUÑOZ (22nd Ward)

South Keeler Avenue, at 2824 (handi-
capped permit parking);

South Keeler Avenue, at 3133 (handi-
capped permit parking);

South Lawndale Avenue, at 2418 (Handi-
capped Parking Permit 12131);

South Lawndale Avenue, at 2821 (handi-
capped permit parking);

ZALEWSKI (23rd Ward)

South Archer Avenue (south side) from
South Kilpatrick Avenue to South Knox
Avenue;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31107

Alderman

Location And Distance

South Keeler Avenue, at 4744 (Handi-
capped Parking Permit 42253);

South Kenneth Avenue, at 5229 (Handi-
capped Parking Permit 41895);

South Kilpatrick Avenue (west side) from
South Archer Avenue to the first alley
south thereof;

South Kilpatrick Avenue, at 4852
(Handicapped Parking Permit 41472);

South La Crosse Avenue, at 5142
(Handicapped Parking Permit 42263);

South Laporte Avenue, at 5015 (Handi-
capped Parking Permit 42255);

South Lavergne Avenue, at 4546 (Handi-
capped Parking Permit 41478);

South Nagle Avenue, at 6004 (Handi-
capped Parking Permit 40703);

South Springfield Avenue, at 5320
(Handicapped Parking Permit 42252);

West 45th Street, at 4636 (Handicapped
Parking Permit 43076);

West 61st Street, at 6512 (Handicapped
Parking Permit 40702);

CHANDLER (24th Ward)

West Arthington Street, at 4820 (Handi-
capped Parking Permit 42516);

South Avers Avenue, at 1229 (Handi-
capped Parking Permit 39896);

Alderman

Location And Distance

South Hamlin Avenue, at 1631 (Handi-
capped Parking Permit 41391);

South Keeler Avenue, at 808 (Handi-
capped Parking Permit 32070);

South Keeler Avenue, at 827 (Handi-
capped Parking Permit 41386);

South Lawndale Avenue, at 1829 (Handi-
capped Parking Permit 41384);

South Millard Street, at 1426 (Handi-
capped Parking Permit 41917);

South Springfield Avenue, at 2116
(Handicapped Parking Permit 41937);

South St. Louis Avenue, at 1649 (Handi-
capped Parking Permit 41382);

West 21st Street, at 4217 (Handicapped
Parking Permit 41919);

SOLIS (25th Ward)

South Miller Street, at 1623, for one
parking space (Handicapped Parking
Permit 41551);

West 18th Place, at 1724, for one parking
space (Handicapped Parking Permit
40147);

West 21st Street, at 2245, for one parking
space (Handicapped Parking Permit
41544);

OCASIO (26th Ward)

North Central Park Avenue, at 2142, for
a distance of 35 feet (Handicapped
Parking Permit 40363);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31109

Alderman

Location And Distance

North Drake Avenue, at 2053, for a distance of 35 feet (Handicapped Parking Permit 36795);

West Le Moyne Street, at 3429, for a distance of 35 feet (Handicapped Parking Permit 40630);

North Rockwell Street, at 1309, for a distance of 35 feet (Handicapped Parking Permit 40364);

E. SMITH (28th Ward)

West Adams Street, at 4018 (Handicapped Parking Permit 38579);

West Adams Street, at 4333 (Handicapped Parking Permit 41598);

North Leclaire Avenue, at 435 (Handicapped Parking Permit 40134);

West Monroe Street, at 3522 (Handicapped Parking Permit 41600);

West Monroe Street, at 3921 (Handicapped Parking Permit 41584);

West Race Avenue, at 5517 (Handicapped Parking Permit 41595);

South Talman Avenue, at 1311 (Handicapped Parking Permit 42178);

West Wilcox Street, at 4344 (Handicapped Parking Permit 41599);

CAROTHERS (29th Ward)

West Congress Parkway, at 5522 (Handicapped Parking Permit 37199);

Alderman

Location And Distance

West Fulton Boulevard, at 5722 (Handi-
capped Parking Permit 42734);

West Gladys Street, at 5334 (Handi-
capped Parking Permit 41528);

North Menard Avenue, at 1450 (Handi-
capped Parking Permit 41031);

West Monroe Street, at 5435 (Handi-
capped Parking Permit 42731);

West Quincy Street, at 5246 (Handi-
capped Parking Permit 41523);

West Quincy Street, at 5507 (Handi-
capped Parking Permit 41522);

North Waller Avenue, at 1235 (Handi-
capped Parking Permit 41529);

REBOYRAS (30th Ward)

North Luna Avenue, at 2518 (Handi-
capped Parking Permit 42479);

SUAREZ (31st Ward)

West Altgeld Street, at 5245 (Handi-
capped Parking Permit 41755);

West McLean Avenue, at 4729 (Handi-
capped Parking Permit 39721);

West Nelson Street, at 4835 (Handi-
capped Parking Permit 41451);

West Parker Avenue, at 5040 (Handi-
capped Parking Permit 41442);

West Schubert Avenue, at 5115 (Handi-
capped Parking Permit 41431);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31111

Alderman	Location And Distance
<i>MATLAK</i> (32 nd Ward)	West Armitage Avenue, at 2032 (handi-capped permit parking); West School Street, at 1949 (handi-capped permit parking);
<i>AUSTIN</i> (34 th Ward)	South Bishop Avenue, at 11524 (Handi-capped Parking Permit 42436); South Carpenter Street, at 10131 (Handicapped Parking Permit 42430); South Green Street, at 10625 (Handi-capped Parking Permit 41742); South Lowe Avenue, at 12139 (Handi-capped Parking Permit 40747); South Morgan Street, at 10339 (Handi-capped Parking Permit 41667); South Normal Avenue, at 10909 (Handi-capped Parking Permit 25428); South Peoria Street, at 10231 (Handi-capped Parking Permit 41672); South Peoria Street, at 10600 (Handi-capped Parking Permit 41678); South Wallace Street, at 11422 (Handi-capped Parking Permit 41668); West 105 th Place, at 222 (Handicapped Parking Permit 40749); West 106 th Street, at 332 (Handicapped Parking Permit 41665); West 111 th Place, at 1334 (Handicapped Parking Permit 42885);

Alderman	Location And Distance
	West 112 th Place, at 45 (Handicapped Parking Permit 39816);
<i>COLÓN</i> (35 th Ward)	West George Street, at 3650 (Handicapped Parking Permit 42035); West Diversey Avenue, at 3220 (Handicapped Parking Permit 39309);
<i>BANKS</i> (36 th Ward)	North Natchez Avenue, at 3244 (Handicapped Parking Permit 41750); West North Avenue (north side of West Grand Avenue) from North Nordica Avenue to North Neva Avenue; North Oak Park Avenue, at 1722 (Handicapped Parking Permit 43029);
<i>MITTS</i> (37 th Ward)	West Bloomingdale Avenue, at 5135 (Handicapped Parking Permit 42985); West Ferdinand Street, at 4934 (Handicapped Parking Permit 42976); North Laverne Avenue, at 916 (Handicapped Parking Permit 42982); North Leclaire Avenue, at 2152 (Handicapped Parking Permit 41077); North Lockwood Avenue, at 2125 (Handicapped Parking Permit 41440); North Lockwood Avenue, at 2341 (Handicapped Parking Permit 29965); North Lorel Avenue, at 852 (Handicapped Parking Permit 38549);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31113

Alderman	Location And Distance
	North Lorel Avenue, at 1618 (Handi- capped Parking Permit 43024);
	North Lotus Avenue, at 736 (Handi- capped Parking Permit 28653);
ALLEN (38 th Ward)	West Byron Street, at 6239 (Handi- capped Parking Permit 40723);
	West Newport Avenue, at 5037 (Handi- capped Parking Permit 40730);
LAURINO (39 th Ward)	West Argyle Street, at 3912 (Handi- capped Parking Permit 40602);
	North Christiana Avenue, at 4845 (Handicapped Parking Permit 42192);
	West Eastwood Avenue, at 3755 (Handi- capped Parking Permit 39919);
	North Harding Avenue, at 5023 (Handi- capped Parking Permit 40618);
O'CONNOR (40 th Ward)	West Rascher Avenue, at 2607 (Handi- capped Parking Permit 42277) (Ms. Ann Flores);
	West Rascher Avenue, at 2607 (Handi- capped Parking Permit 42277) (Mr. Robert Aberotanza);
O'CONNOR For DOHERTY (41 st Ward)	North Octavia Avenue, at 7326 (Handi- capped Parking Permit 42501);

Alderman	Location And Distance
<i>TUNNEY</i> (44 th Ward)	West Belmont Avenue, at 1000 (Handi- capped Parking Permit 29533); West Wellington Avenue (south side) from a point 182 feet west of North Mildred Avenue, to a point 41 feet west thereof (handicapped permit parking);
<i>LEVAR</i> (45 th Ward)	West Carmen Avenue, at 4902 (Handi- capped Parking Permit 40969); West Gunnison Street, at 5058 (Handi- capped Parking Permit 43187); North Lynch Avenue, at 5375 (Handi- capped Parking Permit 40954); North Mango Avenue, at 5711 (Handi- capped Parking Permit 40975); North Mango Avenue, at 5752 (Handi- capped Parking Permit 40973); North Mason Avenue, at 5139 (Handi- capped Parking Permit 40976); North McVicker Avenue, at 4904 (Handi- capped Parking Permit 43174); West Winona Street, at 5053 (Handi- capped Parking Permit 37697);
<i>MOORE</i> (49 th Ward)	North Bell Avenue, at 7221 (Handi- capped Parking Permit 41964); North Hoyne Avenue, at 7448 (Handi- capped Parking Permit 28752);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31115

Alderman

Location And Distance

West Jarvis Avenue, at 1225 (Handi-
capped Parking Permit 39592);

West Morse Avenue, at 1156 (Handi-
capped Parking Permit 28734);

West Touhy Avenue, at 1318 (Handi-
capped Parking Permit 42011);

West Touhy Avenue, at 1325 (Handi-
capped Parking Permit 40629);

STONE (50th Ward)

West Chase Avenue, at 2832 (Handi-
capped Parking Permit 42321);

West Fargo Avenue, at 2931 (Handi-
capped Parking Permit 42325);

North Mozart Street, at 6509 (Handi-
capped Parking Permit 42326);

North Ridge Avenue, at 6500 (Handi-
capped Parking Permit 42319);

North Sacramento Avenue, at 6421
(Handicapped Parking Permit 42322);

North Sacramento Avenue, at 6429
(Handicapped Parking Permit 39286);

North Sacramento Avenue, at 6544
(Handicapped Parking Permit 41080);

North Whipple Street, at 6300 (Handi-
capped Parking Permit 42311);

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES ON PORTION
OF SOUTH ALBANY AVENUE.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 23, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 27059) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Albany Avenue, at 2441 (Gina Benavides) (Disabled Parking Permit 37071)" and inserting in lieu thereof: "South Albany Avenue, at 2441 (Gina Benavides) (Disabled Parking Permit 37072)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
556 NORTH ARTESIAN AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Artesian Avenue, at 556 (Handicapped Parking Permit 13624)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1505 WEST ARTHUR AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Arthur Avenue, at 1505 (Handicapped Parking Permit 31177)", which was *Referred to the Committee on Traffic Control and Safety*.

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31117

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10825 SOUTH AVENUE H.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue H, at 10825 (Handicapped Parking Permit 11150)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7241 NORTH BELL AVENUE.

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Bell Avenue, at 7241 (Handicapped Parking Permit 34067)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5944 WEST BYRON STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Byron Street, at 5944 (Handicapped Parking Permit 16953)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10630 SOUTH CALUMET AVENUE.

Alderman Beale (9th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Calumet Avenue, at 10630 (Handicapped Parking Permit 30209)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6641 SOUTH CAMPBELL AVENUE.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Campbell Avenue, at 6641 (Handicapped Parking Permit 7390)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4119 NORTH CLAREMONT AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Claremont Avenue, at 4119 (Handicapped Parking Permit 35529)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2616 WEST CRYSTAL STREET.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Crystal Street, at 2616 (Handicapped Parking Permit 21285)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
536 NORTH DRAKE AVENUE.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Drake Avenue, at 536 (Handicapped Parking Permit 5843)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4852 NORTH DRAKE AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Drake Avenue, at 4852 (Handicapped Parking Permit 17711)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6803 SOUTH EAST END AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South East End Avenue, at 6803 (Handicapped Parking Permit 21289)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10122 SOUTH EBERHART AVENUE.

Alderman Beale (9th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Eberhart Avenue, at 10122 (Handicapped Parking Permit 31404)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8540 SOUTH ELIZABETH STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Elizabeth Street, at 8540 (Handicapped Parking Permit 18381)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8846 SOUTH EMERALD AVENUE.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Emerald Avenue, at 8846 (Handicapped Parking Permit 21327)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2914 WEST ESTES AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Estes Avenue, at 2914 (Handicapped Parking Permit 41085)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1527 WEST FARWELL AVENUE.

Alderman Moore (49th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Farwell Avenue, at 1527 (Handicapped Parking Permit 30394)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5400 WEST FERDINAND STREET.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Ferdinand Street, at 5400 (Handicapped Parking Permit 18481)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6917 NORTH FOSTER AVENUE.

Alderman O'Connor for Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Foster Avenue, at 6917 (Handicapped Parking Permit 14038)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2023 WEST GEORGE STREET.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West George Street, at 2023 (Handicapped Parking Permit 976)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5848 WEST GUNNISON STREET.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Gunnison Street, at 5848 (Handicapped Parking Permit 34061)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2502 WEST HADDON AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Haddon Avenue, at 2502 (Handicapped Parking Permit 3492)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2703 SOUTH HILLOCK AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Hillock Avenue, at 2703", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4822 WEST IOWA STREET.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Iowa Street, at 4822 (Ms. Harrington)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4822 WEST IOWA STREET.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Iowa Street, at 4822 (Handicapped Parking Permit 35256) (Ms. Jessica Harrington)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5355 WEST IOWA STREET.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Iowa Street, at 5355 (Handicapped Parking Permit 18280) (David/Camelia Redmond)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5355 WEST IOWA STREET.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Iowa Street, at 5355 (Handicapped Parking Permit 18280) (Ms. Cornelia Redmond)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2817 WEST JEROME STREET.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Jerome Street, at 2817 (Handicapped Parking Permit 20897)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4305 SOUTH KARLOV AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Karlov Avenue, at 4305 (Handicapped Parking Permit 32560)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4949 SOUTH KEDVALE AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kedvale Avenue, at 4949 (Handicapped Parking Permit 9713)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5810 SOUTH KOLMAR AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kolmar Avenue, at 5810 (Handicapped Permit Parking 25937)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5943 SOUTH KOMENSKY AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Komensky Avenue, at 5943 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1541 SOUTH KOSTNER AVENUE.

Alderman Chandler (24th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kostner Avenue, at 1541 (Handicapped Parking Permit 14514)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5906 SOUTH KOSTNER AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kostner Avenue, at 5906 (Handicapped Parking Permit 14388)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6412 SOUTH KOSTNER AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Kostner Avenue, at 6412 (Handicapped Parking Permit 13580)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6324 SOUTH LONG AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Long Avenue, at 6324 (Handicapped Parking Permit 10116)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1424 WEST LUNA AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Luna Avenue, at 1424 (Handicapped Parking Permit 25453)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10927 SOUTH MACKINAW AVENUE.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Mackinaw Avenue, at 10927 (Handicapped Parking Permit 37398)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1639 NORTH MAJOR AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Major Avenue, at 1639 (Handicapped Parking Permit 14633)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1652 NORTH MAJOR AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Major Avenue, at 1652 (Handicapped Parking Permit 16520)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5224 SOUTH MAPLEWOOD AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Maplewood Avenue, at 5224 (Handicapped Parking Permit 33752)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5306 SOUTH MAPLEWOOD AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Maplewood Avenue, at 5306 (Handicapped Parking Permit 4345)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8628 SOUTH MARQUETTE AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Marquette Avenue, at 8628 (Handicapped Parking Permit 12057)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8128 SOUTH MARSHFIELD AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Marshfield Avenue, at 8128 (Handicapped Parking Permit 29860)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8935 SOUTH MAY STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South May Street, at 8935 (Handicapped Parking Permit 18151)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2329 NORTH MENARD AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Menard Avenue, at 2329 (Handicapped Parking Permit 19998)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9328 SOUTH MERRILL AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Merrill Avenue, at 9328 (Handicapped Permit Parking 13308)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6912 SOUTH MICHIGAN AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Michigan Avenue, at 6912 (Handicapped Parking Permit 25636)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7314 SOUTH MICHIGAN AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Michigan Avenue, at 7314 (Handicapped Parking Permit 5068)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1655 NORTH MOZART STREET.

Alderman Flores (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Mozart Street, at 1655 (Handicapped Parking Permit 35642)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2620 NORTH MULLIGAN AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Mulligan Avenue, at 2620 (Handicapped Permit Parking 16964)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2531 NORTH NEWLAND AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Newland Avenue, at 2531 (Handicapped Parking Permit 28970)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5435 NORTH NEWLAND AVENUE.

Alderman O'Connor for Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Newland Avenue, at 5435 (Handicapped Parking Permit 17225)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2518 NORTH NORDICA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Nordica Avenue, at 2518 (Handicapped Parking Permit 32196)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4130 WEST OAKDALE AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Oakdale Avenue, at 4130 (Handicapped Permit Parking 28369)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2227 SOUTH OAKLEY AVENUE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Oakley Avenue, at 2227 (Handicapped Parking Permit 20177)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2418 WEST OHIO STREET.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Ohio Street, at 2418 (Handicapped Parking Permit 15921)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7522 NORTH OTTAWA AVENUE.

Alderman O'Connor for Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Ottawa Avenue, at 7522 (Handicapped Parking Permit 14654)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2026 NORTH PARKSIDE AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Parkside Avenue, at 2026 (Handicapped Permit Parking 17003)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9051 SOUTH PAULINA STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Paulina Street, at 9051 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8031 SOUTH PEORIA STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Peoria Street, at 8031 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4823 WEST QUINCY STREET.

Alderman E. Smith (28th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Quincy Street, at 4823 (Handicapped Parking Permit 15974)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3035 NORTH ROSEMONT AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Rosemont Avenue, at 3035 (Handicapped Parking Permit 19935)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
437 WEST ROSLYN PLACE.

Alderman Daley (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Roslyn Place, at 437 (Handicapped Permit Parking 39243)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3448 NORTH RUTHERFORD AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Rutherford Avenue, at 3448 (Handicapped Parking Permit 29002)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5608 SOUTH SPAULDING AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Spaulding Avenue, at 5608 (Handicapped Parking Permit 18755)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7744 WEST THORNDALE AVENUE.

Alderman O'Connor for Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Thorndale Avenue, at 7744 (Handicapped Parking Permit 5571)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3415 NORTH TRIPP AVENUE.

Alderman Reboyras (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Tripp Avenue, at 3415 (Handicapped Parking Permit 37303)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6217 SOUTH TRIPP AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Tripp Avenue, at 6217 (Handicapped Parking Permit 20385)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9667 SOUTH VAN VLISSINGEN ROAD.

Alderman Beavers (7th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Van Vliissingen Road, at 9667 (Handicapped Parking Permit 16466)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10134 SOUTH VERNON AVENUE.

Alderman Beale (9th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Vernon Avenue, at 10134 (Handicapped Parking Permit 19044)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8434 SOUTH WABASH AVENUE.

Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wabash Avenue, at 8434 (Handicapped Parking Permit 25926)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2702 SOUTH WALLACE STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wallace Street, at 2702", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1142 WEST WELLINGTON AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Wellington Avenue, at 1142 (Handicapped Parking Permit 10202)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4153 WEST WELLINGTON AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Wellington Avenue, at 4153 (Handicapped Parking Permit 33358)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2841 SOUTH WELLS STREET.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wells Street, at 2841", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5216 WEST WINONA STREET.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Winona Street, at 5216 (Handicapped Parking Permit 35302)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6157 NORTH WINTHROP AVENUE.

Alderman M. Smith (48th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Winthrop Avenue, at 6157 (Handicapped Parking Permit 8506)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4308 NORTH WOLCOTT AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Wolcott Avenue, at 4308 (Handicapped Parking Permit 30388)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1814 NORTH WOOD STREET.

Alderman Matlak (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Wood Street, at 1814 (Handicapped Parking Permit 4533)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
719 WEST 47TH PLACE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 47th Place, at 719", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3243 WEST 51ST STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 51st Street, at 3243 (Handicapped Parking Permit 32540)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3029 WEST 54TH STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 54th Street, at 3029 (Handicapped Parking Permit 18370)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6142 WEST 64TH PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 64th Place, at 6142 (Handicapped Parking Permit 21735)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3840 WEST 70TH PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 70th Place, at 3840 (Handicapped Parking Permit 15557)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2806 EAST 83RD STREET.

Alderman Pope (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 83rd Street, at 2806 (Handicapped Parking Permit 16248)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
338 WEST 94TH PLACE.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: West 94th Place, at 338 (Handicapped Parking Permit 32864)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1334 WEST 97TH STREET.

Alderman Brookins (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 97th Street, at 1334 (Handicapped Parking Permit 18787)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF PARKING PROHIBITION AT ALL
TIMES AT 4038 NORTH CLARENDON AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a parking prohibition in effect at all times at 4038 North Clarendon Avenue (Handicapped Parking Permit 20232), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF PARKING PROHIBITION AT ALL
TIMES AT 4834 NORTH MAGNOLIA AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a parking prohibition in effect at all times at 4834 North Magnolia Avenue (Handicapped Parking Permit 9872), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF PARKING PROHIBITION AT ALL
TIMES AT 6124 NORTH PAULINA STREET.

Alderman O'Connor (40th Ward) presented a proposed ordinance to repeal a parking prohibition in effect at all times at 6124 North Paulina Street (Handicapped Parking Permit 39903), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL OF PARKING PROHIBITION
AT ALL TIMES ON PORTION OF
WEST WELLINGTON AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to repeal a parking prohibition in effect at all times on the south side of West Wellington Avenue, from a point west of North Mildred Avenue, to a point west thereof, for public benefit, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING PROHIBITION AT
ALL TIMES AT 6203 SOUTH EVANS AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance to remove a

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parking prohibition in effect at all times at 6203 South Evans Avenue (Handicapped Parking Permit 39369), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
RUGAI (19 th Ward)	West 104 th Street (south side) at 3130 (alley) to 3200 -- 8:00 A.M. to 8:00 P.M. -- daily;
SCHULTER (47 th Ward)	North Ravenswood Avenue, at 4527 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
DAYS AND HOURS ON PORTION OF WEST
LAWRENCE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the north side of West Lawrence Avenue at 1104 (just west of entrance to the Aragon Ballroom), for a distance of 25 feet to be in effect from 5:00 P.M. to 12:00 Midnight, Sunday through Thursday and 5:00 P.M. to 3:00 A.M., Friday through Saturday (when concerts are scheduled), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF NORTH NATCHEZ AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Natchez Avenue (west side) from West Grand Avenue to North Natchez Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS
ON PORTION OF WEST WELLINGTON AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Wellington Avenue (north side only) from North Halsted Street to North Dayton Street -- no parking/tow-away zone (except for emergency vehicles)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTIONS OF EAST 43RD STREET.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 18, 1986 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 38542) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "East 43rd Street, from South Drexel Boulevard to South Lake Park Avenue and from South Cottage Grove Avenue to South Vincennes Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS
ON PORTION OF SOUTH ARCHER AVENUE.

Alderman Tillman (3rd Ward), Balcer (11th Ward) and Solis (25th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 12, 1965 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 6160) which prohibited the parking of vehicles during rush hours on portions of various public ways by striking the words: "South Archer Avenue (both sides) from South State Street, to a point 200 feet west of South Western Avenue -- no parking (south side) 7:00 A.M. to 9:00 A.M. and (north side) 4:00 P.M. to 6:00 P.M. -- except on Saturdays, Sundays and holidays", and inserting in lieu thereof: "South Archer Avenue (both sides) from South Throop Street to a point 200 feet west of South Western Avenue -- no parking (south side) 7:00 A.M. to 9:00 A.M. and (north side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS BETWEEN
WEST 25TH STREET AND WEST 28TH STREET
ON SOUTH CALIFORNIA BOULEVARD.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on August 23, 1955 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 159) which prohibited the parking of vehicles during rush hours on portions of various public ways by striking the words: "South California Boulevard (both sides) from approximately 303 feet of the south line extension of West 28th Street to the south line extension of West 25th Street, Chicago Park District NP -- 7:00 A.M. to 9:30 A.M. -- Monday to Saturday and 4:00 P.M. to 7:00 P.M. Monday through Friday -- except Sunday and holidays", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS ON
PORTION OF SOUTH CALIFORNIA BOULEVARD.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on August 13, 1957 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 160) which prohibited the parking of vehicles during rush hours on portions of various public ways by striking the words: "South California Boulevard (both sides) from the north line of West 28th Street to the south line of West 25th Place, Chicago Park District -- no parking -- 7:00 A.M. to 9:30 A.M. -- Monday through Saturday and 4:00 P.M. to 7:00 P.M. -- Monday through Friday (except Sunday and holidays) (no parking -- rush hour parking restrictions)" and inserting in lieu thereof: "South California Boulevard, from a point 300 feet south of West 26th Street to the south line of West 25th Street -- no parking during rush hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS BETWEEN
WEST 28TH STREET AND WEST 31ST STREET
ON SOUTH CALIFORNIA BOULEVARD.

Alderman Cárdenas (12th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on August 23, 1955 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 159) which prohibited the parking of vehicles during rush hours on portions of various public ways by striking the words: "South California Boulevard (both sides) from the north line of West 31st Boulevard to approximately 303 feet south of the south line extending to West 28th Street, Chicago Park District -- no parking -- 7:00 A.M. to 9:30 A.M. -- Monday through Saturday and 4:00 P.M. to 7:00 P.M. -- Monday through Friday (1 hour other times, except Sunday and holidays) (no parking -- rush hour parking restrictions)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS ON PORTION
OF WEST OGDEN AVENUE FROM WEST ARCADE
PLACE TO WEST HARRISON STREET.

Alderman Haithcock (2nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 27, 1960 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2661) which prohibited the parking of vehicles during rush hours on portions of various public ways by striking the words: "West Ogden Avenue (both sides) from West Arcade Place to West Harrison Street -- parking of vehicles prohibited during rush hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS ON EAST
SIDE OF WEST OGDEN AVENUE FROM WEST
HARRISON STREET TO WEST
ROOSEVELT ROAD.

Alderman Haithcock (2nd Ward) and Alderman Solis (25th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 27, 1960 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2661) which prohibited the parking of vehicles on portions of various public ways by striking the words: "West Ogden Avenue (east side) from West Harrison Street to West Roosevelt Road -- parking of vehicles prohibited during rush hours -- 7:00 A.M. to 9:00 A.M. -- except Sunday and holidays", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS
ON WEST SIDE OF WEST OGDEN AVENUE
FROM WEST HARRISON STREET TO
WEST ROOSEVELT ROAD.

Alderman Haithcock (2nd Ward) and Alderman Solis (25th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 27, 1960 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 2661) which prohibited the parking of vehicles during rush hours on portions of various public ways by striking the words: "West Ogden Avenue (west side) between West Harrison Street and West Roosevelt Road -- no parking of vehicles during rush hours -- 4:00 P.M. to 6:00 P.M. except Sundays and holidays", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING RUSH HOURS ON
PORTION OF WEST WASHINGTON BOULEVARD.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on August 13, 1957 which prohibited the parking of vehicles on portions of various public ways by striking the words: "West Washington Boulevard (both sides) from North Central Avenue to North Austin Boulevard -- westbound streets -- no parking -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday and eastbound streets which reads -- no parking -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (no parking-rush hour parking restrictions)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 7410 SOUTH CRANDON AVENUE.

Alderman Beavers (7th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 6803 South East End Avenue (Handicapped

Parking Permit 21289) to a new location at 7410 South Crandon Avenue (Handicapped Parking Permit 21289), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
ZALEWSKI (23 rd Ward)	West 51 st Street (north side) between South Tripp Avenue and South Keeler Avenue -- two hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
SOLIS (25 th Ward)	South Archer Avenue (north side), from 2200 south to driveway -- 15 minute limit with hazard lights activated -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
NATARUS (42 nd Ward)	North Dearborn Street, at 1344 -- 15 minute limit with hazard lights activated -- at all times -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING LIMITATION DURING SPECIFIED HOURS
ON PORTION OF NORTH CLIFTON AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend an

ordinance passed by the City Council on July 14, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 35578) by striking the words: "North Clifton Avenue (east side) from a point 20 feet south of North Broadway, to a point 100 feet south thereof -- 30 minutes -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING LIMITATION ON PORTION OF
NORTH NORA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles on portions of various public ways by striking the words: "North Nora Avenue (both sides) from West Addison Street to the alley south thereof -- 1 hour parking", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF RESIDENTIAL
PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the establishment of residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
FLORES (1 st Ward)	North Stave Street (both sides) in the 2100 block -- at all times -- daily;

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NEW BUSINESS PRESENTED BY ALDERMEN

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Alderman	Location, Distance And Time
<i>LYLE</i> (6 th Ward)	South Wabash Avenue, in the 8800 block -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>BURKE</i> (14 th Ward)	South Richmond Street (both sides) in the 4600 block -- at all times -- daily;
<i>TROUTMAN</i> (20 th Ward)	South Harvard Avenue (both sides) in the 6400 to 6500 block -- 12:00 A.M. to 11:59 P.M. -- daily; East 69 th Street (north side) from 352 to 400 -- 12:00 A.M. to 11:59 P.M. -- daily;
<i>OCASIO</i> (26 th Ward)	West Potomac Avenue, in the 3400 block -- 6:00 P.M. to 6:00 A.M. -- daily;
<i>CAROTHERS</i> (29 th Ward)	West Adams Street (both sides) from 5630 to 5720 -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 148); North Marmora Avenue (both sides) from 2100 to 2200 -- at all times -- daily;
<i>SUAREZ</i> (31 st Ward)	North Kedvale Avenue (both sides) in the 2200 block, from West Palmer Street to West Belden Avenue -- at all times -- daily;
<i>BANKS</i> (36 th Ward)	North Normandy Avenue (both sides) from 3500 to 3559 -- at all times -- daily;
<i>MITTS</i> (37 th Ward)	West Thomas Street (both sides) in the 4500 block -- at all times -- daily;

Alderman

Location, Distance And Time

O'CONNOR For
DOHERTY (41st Ward)

West Balmoral Avenue (both sides) in the
6800 block -- 9:00 A.M. to 6:00 P.M. --
daily;

STONE (50th Ward)

North St. Louis Avenue (both sides) in
the 6200 block -- 8:00 A.M. to 8:00 P.M.
-- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH FREMONT STREET.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Fremont Street, in the 3500 block" and inserting in lieu thereof: "North Fremont Street, in the 3500 block -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH KOSTNER AVENUE.

Alderman Chandler (24th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Kostner Avenue, in the 1300 block -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH MENARD AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Menard Avenue, at 2175 -- 2200 -- at all times" and inserting in lieu thereof: "North Menard Avenue, in the 2100 -- 2200 blocks -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH MENARD AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Menard Avenue (west side only) from West 55th Street to the first alley south thereof (Zone 962)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH RETA AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Reta Avenue, in the 3500 block" and inserting in lieu thereof: "North Reta Avenue, in the 3500 block -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH WILTON AVENUE.

Alderman Tunney (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Wilton Avenue, in the 3500 block" and inserting in lieu thereof: "North Wilton Avenue, in the 3500 block -- at all times -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR CONTINUATION OF RESIDENTIAL
PERMIT PARKING ZONE ON PORTION OF
NORTH HERMITAGE AVENUE.

Alderman Matlak (32nd Ward) presented a proposed order to give consideration to the continuation of Residential Permit Parking Zone 426 in the 1900 block of North Hermitage Avenue, from the first alley south of West Armitage Avenue, to the first alley north of West Cortland Street", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE 920 ON PORTION
OF WEST 62ND STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to give consideration to the extension of Residential Permit Parking Zone 920 to include the north side of West 62nd Street, from South Kilbourn Avenue to the first alley west thereof, for residents of 6158 South Kilbourn Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH DESIGNATED
DIAGONAL PARKING ON PORTION OF
NORTH ELSTON AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which designated diagonal parking on portions of specified public ways by striking the words: "North Elston Avenue, at 5550", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>SOLIS</i> (25 th Ward)	South Wells Street (west side) from South Tan Court to West 19 th Street -- at all times -- daily;
<i>TUNNEY</i> (44 th Ward)	North Ashland Avenue, at 3535 -- 30 minute limit with hazard lights flashing -- 5:00 P.M. to 10:00 P.M. -- Monday through Saturday;
	West Belmont Avenue (north side) from North Clark Street to a point 48 feet east thereof -- at all times -- daily;
	North Sheffield Avenue (east side) from West Belmont Avenue to a point 62 feet south thereof -- at all times -- daily;

Alderman

Location, Distance And Time

West Wellington Avenue (north side)
from a point 21 feet west of North Dayton
Street, to a point 202 feet west thereof --
daily;

West Wellington Avenue (north side)
from a point 105 feet west of North
Mildred Avenue, to a point 45 feet west
thereof and from a point 223 feet to a
point 156 feet west thereof -- at all times
-- daily;

West Wellington Avenue, from a point
182 feet west of North Mildred Avenue, to
a point 41 feet west thereof -- at all times
-- daily;

West Wellington Avenue (south side)
from North Mildred Avenue to a point
182 feet west thereof and from a point
308 feet to a point 63 feet west thereof --
at all times -- daily.

Referred -- ESTABLISHMENT OF STANDING ZONES/TOW-AWAY
ZONES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish standing zones/tow-away zones in effect after expiration of the limits indicated and require that vehicles have hazard lights activated while at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

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NEW BUSINESS PRESENTED BY ALDERMEN

31161

Alderman	Location, Distance And Time
<i>FLORES</i> (1 st Ward)	West Armitage Avenue, at 2520, for two parking spaces -- 30 minute limit -- 8:00 A.M. to 8:00 P.M. -- Tuesday through Saturday; North Western Avenue, at 2450, for one parking space -- 15 minute limit -- 7:00 A.M. to 11:00 A.M. and 3:00 P.M. to 7:00 P.M. -- daily;
<i>BURNETT</i> (27 th Ward)	West Madison Street, at 948 -- 15 minute limit -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>MATLAK</i> (32 nd Ward)	North Lincoln Avenue, at 2626 -- 15 minute limit -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday and 10:00 A.M. to 3:00 P.M. -- daily; North Racine Avenue, at 2426 -- 15 minute limit -- 10:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>NATARUS</i> (42 nd Ward)	North Lake Shore Drive, at 505 -- 11:00 A.M. to 11:00 P.M. -- daily; East Pearson Street, in place of meters -- at all times -- daily;
<i>SHILLER</i> (46 th Ward)	North Broadway, at 4075, for a distance of 25 feet -- 15 minute limit -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday North Clark Street, at 4802, for a distance of 25 feet -- 15 minute limit -- 10:00 A.M. to 10:00 P.M. -- daily;

Alderman

Location, Distance And Time

MOORE (49th Ward)

North Glenwood Avenue, at 7063 -- 7069
-- 15 minute limit -- 7:00 A.M. to 8:00
A.M. and 5:00 P.M. to 6:30 P.M. --
Monday through Friday.

Referred -- AMENDMENT OF FIFTEEN MINUTE STANDING
ZONE ON PORTION OF SOUTH KEDZIE AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which established standing zones on portions of specified public ways by striking the words: "South Kedzie Avenue, at 8236 -- 15 minute standing zone -- use flashing lights -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location And Type Of Sign

FLORES (1st Ward)

West Nelson Street, at North Rockwell
Street -- "One-Way Stop";

HAITHCOCK (2nd Ward)

West Flournoy Street and South Oakley
Avenue -- "All-Way Stop";

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31163

Alderman	Location And Type Of Sign
	West Polk Street, at South Federal Street -- "Stop";
	West Polk Street, at South Plymouth Court -- "Stop";
	South Throop Street and West 15 th Street -- "All-Way Stop";
<i>PRECKWINKLE</i> (4 th Ward)	South Vernon Avenue and East 29 th Place -- "All-Way Stop";
<i>LYLE</i> (6 th Ward)	South Calumet Avenue, at East 69 th Place -- "Stop";
<i>BALCER</i> (11 th Ward)	South Damen Avenue, at West 38 th Street -- "Stop";
	South Honore Street and West 38 th Street -- "Stop";
	South Normal Avenue and West 36 th Street -- "Stop";
	South Racine Avenue and West 33 rd Street -- "Stop";
<i>OLIVO</i> (13 th Ward)	West Marquette Road and South Kilbourn Avenue -- "Two-Way Stop";
	West 62 nd Street and South Kilbourn Avenue -- "Two-Way Stop";
	West 64 th Street and South Austin Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
	West 64 th Street and South Melvina Avenue -- "Two-Way Stop";
<i>BURKE</i> (14 th Ward)	South Christiana Avenue, at West 48 th Place -- "Two-Way Stop"; South Troy Street, at West 44 th Street -- "Two-Way Stop"; West 56 th Street, at South Trumbull Avenue -- "Two-Way Stop"; West 57 th Street, at South Trumbull Avenue -- "Two-Way Stop";
<i>L. THOMAS</i> (17 th Ward)	West 76 th Street and South Parnell Avenue -- "Four-Way Stop"; In the 7900 block, at South Carpenter Street/South Morgan Street and at South Carpenter Street/South Aberdeen Street -- "Stop";
<i>MURPHY</i> (18 th Ward)	West 71 st Street, at South Campbell Avenue -- "Two-Way Stop"; West 83 rd Street, at South Francisco Avenue -- "Do Not Enter"; West 85 th Street, at South Whipple Street -- "Do Not Enter";
<i>TROUTMAN</i> (20 th Ward)	South Princeton Avenue, at 6000 -- "Four-Way Stop"; South Princeton Avenue, at 6100 -- "Four-Way Stop";

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NEW BUSINESS PRESENTED BY ALDERMEN

31165

Alderman	Location And Type Of Sign
<i>ZALEWSKI (23rd Ward)</i>	West 51 st Street, at South Nagle Avenue -- "Stop";
<i>BURNETT (27th Ward)</i>	West Carroll Avenue, at North Hoyne Avenue -- "Two-Way Stop"; North Central Park Avenue and West Huron Street -- "All-Way Stop"; North Halsted Street, at West Evergreen Avenue -- "Two-Way Stop"; West Huron Street and North Central Park Avenue -- "All-Way Stop"; West Huron Street and North St. Louis Avenue -- "All-Way Stop"; West North Avenue, at West Evergreen Avenue -- "Two-Way Stop"; North Ridgeway Avenue, at West Augusta Boulevard -- "Stop"; West Walnut Street, at North Hoyne Avenue -- "Two-Way Stop";
<i>CAROTHERS (29th Ward)</i>	West Altgeld Street and North Mason Avenue -- "Three-Way Stop"; West Flournoy Street (both sides) adjacent to expressway exit ramp -- "Stop"; West Wrightwood Avenue and North Mason Avenue -- "Three-Way Stop";

Alderman	Location And Type Of Sign
<i>REBOYRAS</i> (30 th Ward)	West Belmont Avenue and North Major Avenue -- "Stop"; North Marmora Avenue and West Wrightwood Avenue -- "Stop";
<i>SUAREZ</i> (31 st Ward)	West Belden Avenue and North Laporte Avenue -- "All-Way Stop";
<i>MATLAK</i> (32 nd Ward)	North Oakley Avenue (northbound) at West Palmer Street -- "Stop"; North Oakley Avenue (southbound) at West Palmer Street -- "Stop"; North Ravenswood Avenue, at West Newport Avenue -- "Stop";
<i>MITTS</i> (37 th Ward)	North Lavergne Avenue and West Walton Street -- "Stop"; North Lockwood Avenue, at West Dickens Avenue -- "Two-Way Stop";
<i>LAURINO</i> (39 th Ward)	North Harding Avenue and West Sunnyside Avenue -- "All-Way Stop";
<i>O'CONNOR</i> (40 th Ward)	North Ravenswood Avenue, at West Catalpa Avenue -- "Two-Way Stop";
<i>MOORE</i> (49 th Ward)	West Jarvis Avenue, at 1733 (Driveway Permit Number 04-002052) "Driveway Parking Control".

Referred -- CONSIDERATION FOR INSTALLATION OF "PARKING
PROHIBITED AT ALL TIMES -- HANDICAPPED" SIGNS
AT SPECIFIED LOCATIONS.

Alderman L. Thomas (17th Ward) presented six proposed orders authorizing the Commissioner of Transportation to give consideration to the installation of "Parking Prohibited At All Times -- Handicapped" signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Green Street, at 7832;

South Harvard Avenue, at 7318;

South Laflin Street, at 6556;

South Oakley Avenue, at 6734;

South Peoria Street, at 7517; and

West 73rd Place, at 1250.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "NO TURN -- LOCAL TRAFFIC ONLY" SIGN
ON PORTION OF WEST CLARENDON AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 31, 2004 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 21283), which authorized the erection of traffic warning signs on portions of various public ways by striking the words: "West Clarendon Avenue and West Bittersweet Place, for north- and southbound vehicles turning eastbound from North Clarendon Avenue and West Bittersweet Place -- 'No Turn -- Local Traffic Only' " and inserting in lieu thereof the words: "North Clarendon Avenue and West Bittersweet Place (northbound and southbound) turning eastbound to West Bittersweet Place -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday -- September to June -- 'No Turn -- Local Traffic Only' ", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMITATION
FOR TRUCKS AND COMMERCIAL VEHICLES
AT DESIGNATED LOCATIONS.

Alderman Murphy (18th Ward) presented proposed ordinances to establish a five ton weight limitation for trucks or commercial vehicles on portions of the streets designated below, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

South Oakley Avenue, in the 7400 block; and

South Claremont Avenue, from West 73rd Street to West 75th Street.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.

The aldermen named below presented twenty proposed ordinances amending Title 17 of the Municipal Code of Chicago (Chicago Zoning Ordinance) for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN BEALE (9th Ward):

To classify as an R2 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map Number 26-E bounded by:

East 103rd Street; a line 130 feet east of and parallel to South Dr. Martin Luther King, Jr. Drive; the public alley next south of and parallel to East 103rd Street; and a line 50 feet east of and parallel to South Dr. Martin Luther King, Jr. Drive.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 26-E bounded by:

the public alley next south of and parallel to East 110th Street; South Edbrooke Avenue; a line 50 feet south of and parallel to the public alley next south of and parallel to East 110th Street; and the public alley next west of and parallel to South Edbrooke Avenue.

To classify as an R2 Single-Family Residence District instead of an M3-3 Heavy Manufacturing District the area shown on Map Number 26-E bounded by:

a line 970 feet north of and parallel to East 111th Street; a line 450 feet east of South Cottage Grove Avenue; East 111th Street; and South Cottage Grove Avenue.

To classify as an R2 Single-Family Residence District instead of a C1-1 Restricted Commercial District the area shown on Map Number 28-E bounded by:

a line 25 feet north of and parallel to East 116th Street; South Michigan Avenue; East 116th Street; and the public alley next west of and parallel to South Michigan Avenue.

To classify as an M3-3 Heavy Manufacturing District instead of a C2-2 General Commercial District the area shown on Map Number 30-D bounded by:

vacated East 120th Street; South Doty Avenue; a line 230 feet south of and parallel to East 120th Street; and a line 227 feet west of South Doty Avenue, as measured along the south line of vacated East 120th Street.

BY ALDERMAN BALCER (11th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 6-F bounded by:

the public alley next northwest of and parallel to West 26th Street; South Lowe Avenue; West 26th Street; and a line 55 feet west of South Lowe Avenue, as measured along the north line of West 26th Street.

BY ALDERMAN CÁRDENAS (12th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 8-I bounded by:

West 34th Place; a line 313.75 feet west of and parallel to the public alley next west of and parallel to South Western Avenue; the public alley next south of and parallel to West 34th Place; and a line 337.75 feet west of and parallel to the public alley next west of and parallel to South Western Avenue.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 8-I bounded by:

the public alley next north of and parallel to West 34th Place; a line 240 feet west of and parallel to the public alley next west of and parallel to South Western Avenue; and a line 340 feet west of and parallel to the public alley next west of and parallel to South Western Avenue.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 8-I bounded by:

the public alley next north of and parallel to West 38th Street; a line 218.2 feet west of and parallel to South California Avenue; West 38th Street; and a line 243.2 feet west of and parallel to the public alley next west of and parallel to South California Avenue.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 10-H bounded by:

West 43rd Street; the public alley next east of and parallel to South Wood Street; a line 22.3 feet south of and parallel to West 43rd Street; and South Honore Street.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 10-H bounded by:

West 44th Street; the public alley next east of and parallel to South Honore Street; a line 22.4 feet south of and parallel to West 44th Street; and South Honore Street.

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NEW BUSINESS PRESENTED BY ALDERMEN

31171

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 10-I bounded by:

a line 26.51 feet south of and parallel to West 39th Place; South Rockwell Street; a line 53.02 feet south of and parallel to West 39th Place; and the public alley next west of and parallel to South Rockwell Street.

BY ALDERMAN OCASIO (26th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 1-I bounded by:

West Superior Street; a line 50 feet west of and parallel to North Campbell Avenue; the alley next north of and parallel to West Superior Street; and a line 75 feet west of and parallel to North Campbell Avenue.

To classify as an R3 General Residence District instead of a B1-3 Restricted Retail District the area shown on Map Number 3-I bounded by:

West North Avenue; a line 50 feet west of and parallel to North Fairfield Avenue; the alley next south of and parallel to West North Avenue; the alley next west of and parallel to North Fairfield Avenue.

BY ALDERMAN REBOYRAS (30th Ward):

To classify as a C2-2 General Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map Number 3-J bounded by:

the public alley next northeast of and parallel to West Grand Avenue; North Springfield Avenue; West Grand Avenue; and a line 90 feet northwest of the west line of North Springfield Avenue, as measured along the northeast line of West Grand Avenue.

BY ALDERMAN SUAREZ (31st Ward):

To classify as a B1-1 Local Retail District instead of a B5-2 General Service District the area shown on Map Number 7-M bounded by:

West Wellington Avenue; North Central Avenue; a line 430 feet south of and parallel to West Wellington Avenue; and the public alley next west of and parallel to North Central Avenue.

BY ALDERMAN NATARUS (42nd Ward):

To classify as a B7-7 General Central Business District instead of a B7-7 General Central Business District and all of the air right portions of a Residential Planned Development Number 489, as amended, the area shown on Map Number 1-F bounded by:

a line 191.29 feet north of the north line of West Washington Street; a line 80.03 feet east of the east line of North Dearborn Street; a line 126.45 feet north of the north line of West Washington Street; a line 54.00 feet east of the east line of North Dearborn Street; a line 131.12 feet north of the north line of West Washington Street; and North Dearborn Street.

BY ALDERMAN LEVAR (45th Ward):

To classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 15-L bounded by:

the public alley next south of and parallel to West Ardmore Avenue; the west line of the C.M. St. P & P Railroad right-of-way line; a line 582.84 feet south of and parallel to the public alley next south of and parallel to West Ardmore Avenue; and the west line of North Lockwood Avenue extended.

BY ALDERMAN SCHULTER (47th Ward):

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District and an M1-2 Restricted Manufacturing District the area shown on Map Number 11-H bounded by:

a line 50 feet south of and parallel to West Leland Avenue; North Damen Avenue; West Leland Avenue; the public alley next east of and parallel to North Damen Avenue; a line 100 feet south of and parallel to West Leland Avenue; North Damen Avenue; the north line of the Chicago Transit Authority right-of-way; and the public alley next west of and parallel to North Damen Avenue.

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 11-H bounded by:

the public alley next north of and parallel to West Giddings Street; North Damen Avenue; West Leland Avenue; the public alley next east of and parallel to North Damen Avenue; the north line of the Chicago Transit Authority Railroad right-of-way; the public alley next west of and parallel to North Damen Avenue; West Giddings Street; and a line 106 feet west of and parallel to North Damen Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred forty proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman	Claimant
<i>FLORES (1st Ward)</i>	The Bucktown Townhomes Homeowners Association; Clocktower Condominium Association; Garden Homes on Paulina Condominium Association; Sanctuary on Superior Condominium Association; 1925 West Division Condominium Association;
<i>HAITHCOCK (2nd Ward)</i>	Burnham Station Condominiums; Dearborn Park Unit 1 Townhomes; Imperial Lofts Condominium Association; The Transportation Building Condominium Association; 801 South Plymouth Court Condominium Association; 1001 West Madison Condominium Association;

Alderman	Claimant
<i>HAIRSTON</i> (5 th Ward)	University Park Condominium; 5212 -- 5218 South Hyde Park Boulevard Condominium, Inc.;
<i>LYLE</i> (6 th Ward)	8200 & South Langley Cooperative Apartment;
<i>BEAVERS</i> (7 th Ward)	7206 -- 7208 Condominium Association;
<i>OLIVO</i> (13 th Ward)	Kenton Building Corporation (2);
<i>RUGAI</i> (19 th Ward)	Beverly Lane Townhome Owners Association; Mr. William Filipiak;
<i>ZALEWSKI</i> (23 rd Ward)	Manor Court Condominium Association; Park Place Condominium Association; 6628 West 64 th Place Corporation; 6638 West 64 th Place Corporation;
<i>OCASIO</i> (26 th Ward)	Bodine Building Condominium Association; Cortland Drake Condominium Association;
<i>BURNETT</i> (27 th Ward)	Fry Street Condominiums; Madison Street Townhouse Association;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN 31175

Alderman

Claimant

CAROTHERS (29th Ward)

Mason Manor, Inc.;

MATLAK (32nd Ward)

Bucktown Park Condominium
Association;

The Delta on Lincoln Condominium
Association;

Gaertner Residences Condominium
Association;

Icehouse Condominium Association;

Metalworks Condominium Association;

Mr. Douglas C. Reitz;

Roscoe Village Lofts (2);

South-Web Condominium Association;

Ms. Jill S. Tanz;

Terra Cotta Condominium Association;

2040 West Belmont Condominium
Association;

2451 North Clybourn Condominium
Association;

BANKS (36th Ward)

Addison Manor Condominium
Association;

Addison Point Condominium
Association;

Irving Park Terrace Condominium
Association;

Alderman

Claimant

Oakfield North Condominium
Association;

Roscoe Woods Condominium;

2147 North Harlem Avenue
Condominium Association;

2151 North Harlem Building
Association;

2155 North Harlem Building Association;

ALLEN (38th Ward)

Glenlake I Condominium Association (5);

Heather Terrace Condominium
Association (3);

Leland House Condominium Association;

Merrimac Square Condominium
Association III;

Montrose Manor Condominium
Association;

Ridgemoor Estates I Condominium
Association;

Ridgemoor Estates II Condominium
Association;

Ridgemoor Estates V Condominium
Association;

LAURINO (39th Ward)

Breton Court Biplax Owners Association;

Fountainaire Condominium Association;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31177

Alderman

Claimant

O'CONNOR (40th Ward)

Keystone Courts Condominium
Association Number 1 (2);

Rivers Edge Condominium Association
(5);

4236 North Kedvale Condominium
Association;

Map Factory Lofts Condominium
Association (2);

North Damen Square Condominium
Association;

Winchester Hood Garden Homes (2);

O'CONNOR For
DOHERTY (41st Ward)

Birch Tree Manor Number 5
Condominium Association;

Edison Villa Condominium;

Northwest Point Condominium
Association North;

Northwest Terrace Number 1
Condominium Association;

Oakwood Court Condominium
Association (2);

Parkway Circle Condominium (3);

5147 -- 5151 North East River Road
Condominium Association;

5155 -- 5159 North East River Road
Condominium Association;

Alderman

Claimant

NATARUS (42nd Ward)

5241 North East River Road
Condominium Association (2);

5989 -- 5991 North Northwest Highway
Condominium Association;

6853 -- 6855 North Olmsted
Condominium Association;

Beekman Place Homeowners
Association;

Carl Sandburg Village Condominium
Association Number 1;

City Centre Condominium Association
(3);

Fulton House Condominium Association;

Grand Ohio Condominium (2);

Marina Towers Condominium
Association (2);

Newberry Mansion, Inc. (3);

One Magnificent Mile Condominium
Association;

Ontario Street Lofts (2);

Park Shore Condominium Association;

Plaza on Dewitt Condominium
Association;

33 West Huron Condominium
Association (2);

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31179

Alderman

Claimant

50 East Bellevue Condominium
Association;

100 East Huron Street Condominium
Association;

161 Chicago Avenue East Condominium
Association;

175 East Delaware Place Homeowners
Association;

220 East Walton Condominiums;

253 East Delaware Condominium
Association;

401 East Ontario Condominium
Association;

433 North Wells Condominium
Association (2);

535 North Michigan Avenue
Condominium Association;

550 West Fulton Condominium
Association;

616 Fulton Lofts Condominium
Association (2);

800 North Michigan Condominium
Association;

DALEY (43rd Ward)

Astor Plaza Condominium Association;

Commonwealth Condominiums;

Eugenie Lane Condominium Association;

Alderman

Claimant

Fullerton Colonnade Condominium
Association;

Greenhouse Condominium Association;

The Limited Editions;

Sheffield -- Lill Condominium
Association;

Stonegate Terrace Condominium
Association;

Victorian Landmark Condominium
Association;

510 West Fullerton Parkway
Condominium Association;

1865 -- 1867 North Halsted
Condominium Association (2);

2020 Lincoln Park West Condominium
Association;

2201 North Cleveland Condominium
Association;

2230 North Orchard Condominium
Association;

2500 North Lakeview Avenue
Association;

TUNNEY (44th Ward)

Commodore Green Brier Landmark
Condominium Association;

Commonwealth Plaza Condominium
Association;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31181

Alderman

Claimant

The Eddystone Condominium Homes,
Inc.;

Fairbanks Condominium Association;

Grace Fremont Condominium
Association;

Grace Wilton Condominium Association;

Lakewood Limited Condominium
Association;

Newport Court Townhouse
Condominium;

Oak Pine Condominium Association;

Oakdale Court Condominium
Association;

Stonegate Harbor Condominium
Association;

434 Aldine Condominium Association;

444 Belmont Condominium Association;

500 -- 502 Roscoe Condominium
Association;

509 West Roscoe Condominium
Association;

607 Melrose Condominium Association;

823 -- 825 West Oakdale Condominium
Association;

Alderman

Claimant

2800 Lake Shore Drive Condominium
Association;

2814 North Sheffield Condominium
Association;

3150 North Sheridan Condominium
Association;

3846 North Southport Condominium
Association;

LEVAR (45th Ward)

Edmunds Street Condominium
Association;

Foster Terrace Condominium
Association;

Higgins Court Condominium Association;

Jefferson Courte Condominium
Association;

Mayfair Terrace Condominium
Association;

Rosedale Condominium Association;

Sans Souci Condominium (2);

Wilson Court Condominium;

4850 -- 4852 -- 4854 North Linder
Building;

4900 North Lester Condominium
Association;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31183

Alderman

Claimant

SHILLER (46th Ward)

Addison Lakeshore West Condominium Association;

Bittersweet on the Park Condominium Association (4);

The Buena Vista Condominium Association;

Clarendon Court Condominium Association;

Kenmore Leland West Condominium Association;

Lake Park Plaza Condominium Association;

Lena Ann Condominium Association;

Stuart Condominium Association (2);

Views of Sheridan Park Condominium Association;

Waveland Quadrangle Condominium Association;

4626 North Kenmore Condominium Association (4);

SCHULTER (47th Ward)

Addison Square Condominium Association;

Ainslie Manor Condominium Association;

The Collonade/Paulina 2 L.L.C.;

Cullom Avenue Condominium Association;

Alderman

Claimant

Gardens of Ravenswood;

Greenview Place Condominium
Association (2);

Hermitage Manor Condominium
Association;

Plantation Condominium Association (4);

Winnemac Wolcott Condominium
Association;

Wolcott Place Condominium Association;

1616 West Montrose Block
Condominium Association (2);

M. SMITH (48th Ward)

Andersonville Condominium
Association (4);

Berwyn Station Condominium
Association (2);

Rosemont Manor Condominium
Association;

Winthrop Commons Condominium
Association (2);

1454 -- 1456 Hollywood Condominium
Association;

5100 North Sheridan Condominium
Association;

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31185

Alderman

Claimant

5616 Kenmore Condominium
Association;

MOORE (49th Ward)

Dauphine Condominium Association;

Eastridge Condominium Association;

High Ridge East Condominium
Association;

Paulina Place Loft Condominium
Association;

Westlake Condominium Association;

1340 West Touhy Condominium
Association;

1517 -- 1519 West Lunt Condominiums;

STONE (50th Ward)

Mr. David Arreguin;

Belmore Condominium North, Inc.;

Chesterfield on Touhy Condominium
Association;

Park Castle Condominium Association;

Park Gables Apartment Homes, Inc.;

Pratt-Artesian Condominium
Association;

2041 -- 2043 West Farwell Condominium
Association (3);

Alderman

Claimant

2221 West Farwell Condominium
Association (2);

6040 North Troy Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN FLORES (1st Ward):

Referred -- AMENDMENT OF TITLE 13, CHAPTER 32 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 265
WHICH WOULD PROVIDE FOR TEMPORARY MORATORIUM
ON ISSUANCE OF PERMITS FOR DEMOLITION OF
COMMERCIAL AND RESIDENTIAL BUILDINGS
WITHIN CERTAIN AREA OF FIRST WARD.

A proposed ordinance to amend Title 13, Chapter 32 of the Municipal Code of Chicago by the addition of new Section 265 which would provide for a temporary moratorium on issuance of permits for the demolition of commercial and residential buildings for a period of one year commencing on October 1, 2004 and ending October 1, 2005 in a portion of the 1st Ward to allow a study to be conducted by the Commission on Historical Landmarks to determine if said area may be designated as a landmark district, provided that such moratorium does not apply to demolitions ordered by the Department of Buildings for purposes of health and/or safety and provided further that it does not apply to permits applied for prior to October 1, 2004, which was *Referred to the Committee on Historical Landmark Preservation*.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.*

Also, two proposed ordinances to grant permission and authority to the applicants listed for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Centrum Hall -- 1309 North Ashland Avenue; and

Gallery Café -- 2507 West Fullerton Avenue.

*Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO BLACK BEETLE BAR & GRILL
FOR OPERATION OF SIDEWALK CAFE AT
2532 WEST CHICAGO AVENUE.*

Also, a proposed ordinance to amend an ordinance passed by the City Council on May 26, 2004 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago* on page 25105, which authorized a grant of privilege to Black Beetle Bar & Grill for operation of a sidewalk cafe at 2532 West Chicago Avenue, by modification of the dimensions of the sidewalk cafe and the amount of compensation, which was *Referred to the Committee on Transportation and Public Way*.

*Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 1512 NORTH ASHLAND AVENUE.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Carl Whitney to park his pickup truck and/or van at 1512 North Ashland Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN FLORES (1st Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 13, CHAPTER 32, SECTION 260
OF MUNICIPAL CODE OF CHICAGO WHICH WOULD
PROHIBIT DEMOLITION OF STRUCTURES PRIOR
TO OBTAINING NECESSARY PERMITS
FOR REPLACEMENT.

A proposed ordinance, presented by Aldermen Flores, Haithcock, Preckwinkle, Cárdenas, Muñoz, Reboyras, Colón, Mitts, Allen, Laurino, Daley and Schulter, to amend Title 13, Chapter 32, Section 260 of the Municipal Code of Chicago which would prohibit any person from performing demolition operations of any kind without first obtaining the necessary permits required for replacement structures, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Six proposed ordinances providing the applicants listed with inclusive exemption under their not-for-profit status from all city fees related to the erection and maintenance of buildings at the locations specified, which were *Referred to the Committee on Finance*, as follows:

Merit School of Music, 38 South Peoria Street -- for a one year period beginning September 1, 2004 and ending December 31, 2005;

Office of Thrift Supervision, United States Department of the Treasury, 1 South Wacker Drive -- for a one year period not to exceed December 31, 2004;

Pacific Garden Mission, 646 South State Street and 656 South State Street -- for a one year period beginning September 1, 2004 and ending December 31, 2005;

The Salvation Army, 1515 West Monroe Street -- for a one year period not to exceed December 31, 2004;

United States General Services Administration, 2111 West Roosevelt Road -- for a one year period not to exceed December 31, 2004; and

University of Illinois at Chicago, 909 South Wolcott Avenue -- for a one year period not to exceed December 31, 2005.

Referred -- GRANT OF PRIVILEGE TO 939 WEST MADISON
CONDOMINIUM ASSOCIATION TO MAINTAIN AND USE
BALCONIES AND BAY WINDOWS ADJACENT TO
939 -- 949 WEST MADISON STREET.

Also, a proposed ordinance to grant permission and authority to 939 West Madison Condominium Association to maintain and use ten balconies and four bay windows adjacent to 939 -- 949 West Madison Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PLATS OF SUBDIVISIONS AND DEDICATION
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, three proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve the plats of subdivisions and dedication noted, located on the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Plat of dedication of additional street right-of-way along the area bounded by East Cermak Road, as widened, and the westerly line of South Calumet Avenue known as South Dr. Martin Luther King, Jr. Drive;

Plat of Corky's Subdivision having frontage on South Calumet Avenue, running south along East 18th Street and lying westerly of the Illinois Central Railroad; and

Plat of South Michigan Avenue Lofts Subdivision having frontages on portions of South Michigan Avenue and East 13th Street.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, eight proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago AutoWerks, Inc. -- 2230 South Michigan Avenue;

CMK Development Corporation -- 1612 -- 1630 South Michigan Avenue;

LR ABLA L.L.C. -- 1205 -- 1215 and 1221 -- 1231 West Arthington Street;

LR ABLA L.L.C. -- 1209 -- 1227 West Grenshaw Street;

LR ABLA L.L.C. -- 1210 -- 1224 West Grenshaw Street;

LR ABLA L.L.C. -- 1075 West Roosevelt Road;

LR ABLA L.L.C. -- 1155 West Roosevelt Road; and

LR ABLA L.L.C. -- 1128 -- 1142 West Washburn Avenue.

Referred -- STANDARDIZATION OF PORTION OF SOUTH
LEAVITT STREET AS "WILLIAM L. BRADEN WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of South Leavitt Street, on both sides of the street, from West Harrison Street to West Congress Parkway, as "William L. Braden Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMITS TO INSTALL SIGNS/SIGNBOARDS
AT 1130 SOUTH CANAL STREET.

Also, six proposed orders directing the Commissioner of Buildings to issue permits to NSI National Signs, Inc. to install signs/signboards at 1130 South Canal Street, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 112 square feet (east elevation/South Canal Street);

one sign/signboard measuring 126 square feet (south elevation/West Roosevelt Road);

one sign/signboard measuring 240 square feet (west elevation/South Clinton Street);

one sign/signboard measuring 555 square feet (South Canal Street elevation);

one sign/signboard measuring 897.25 square feet (east elevation/South Canal Street); and

one sign/signboard measuring 916 square feet (south elevation/West Roosevelt Road).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
FREE OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

Also, three proposed orders authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark properties at the locations specified, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

1529 West Adams Street -- for construction of a new garage;

3430 South Calumet Avenue -- for construction of an addition, interior alterations and new garage; and

215 East Cullerton Street -- for interior and exterior renovation.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- EXEMPTION OF ILLINOIS INSTITUTE OF TECHNOLOGY
FACILITIES FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Illinois Institute of Technology facilities with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at various locations, for a one year period not to exceed September 1, 2005, which was *Referred to the Committee on Finance*.

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31193

Referred -- APPROVAL OF ALDI'S 47TH STREET RESUBDIVISION
IN AREA BOUNDED BY WEST 47TH STREET,
SOUTH MC DOWELL AVENUE AND
SOUTH LAFLIN STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex. Officio Examiner of Subdivisions, to approve Aldi's 47th Street Resubdivision in the area bounded by West 47th Street, South McDowell Avenue and South Laflin Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MR. BILL WARMAN/WARMAN OLSEN
ARCHITECTURE FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 1528 SOUTH WABASH AVENUE.

Also, a proposed ordinance to exempt Bill Warman/Warman Olsen Architecture from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1528 South Wabash Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the

locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Rand Group, L.L.C. -- 4659 South Cottage Grove Avenue, 822 East 47th Street and 4649 South Cottage Avenue; and

44th and Berkeley Development L.L.C. -- 4451 -- 4455 South Berkeley Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY
AT 4508 SOUTH DREXEL AVENUE.

Also, a proposed order authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark property at 4508 South Drexel Avenue for rehabilitation of a multi-unit residential building, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AUTHORIZATION FOR WAIVER OF ALL FEES
FOR UNIVER SOUL BIG TOP CIRCUS.

Also, a proposed order authorizing the waiver of all fees related to the issuance of permits by various city departments for the UniverSoul Big Top Circus to be held in Washington Park, 5531 South Dr. Martin Luther King, Jr. Drive for the period extending September 29, 2004 through October 24, 2004, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Five proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Kimbark Maryland L.L.C. -- 6609 South Kimbark Avenue;

Kimbark Maryland L.L.C. -- 6610 South Kimbark Avenue;

Kimbark Maryland L.L.C. -- 6621 South Kimbark Avenue;

Kimbark Maryland L.L.C. -- 6630 South Kimbark Avenue; and

Mr. Sidney Howell, Jr. -- 1959 East 73rd Place.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 5841 SOUTH
MARYLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Landmark Sign Group, Inc. to install a sign/signboard at 5841 South Maryland Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN LYLE (6th Ward):

Rules Suspended -- DECLARATION OF SEPTEMBER 11, 2004
AS "UNITED NEGRO COLLEGE FUND DAY"
IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, In 1943, Dr. Frederick D. Patterson, president of Tuskegee Institute suggested to the presidents of other private black colleges that they pool their monies and make a united appeal to the national conscience; and

WHEREAS, The idea took root and on April 25, 1944, the United Negro College Fund was incorporated with twenty-seven member colleges; and

WHEREAS, The U.N.C.F. has grown to become the nation's oldest and most successful African American higher education assistance organization in the country (with thirty-nine member institutions); and

WHEREAS, The Mayor of the City of Chicago each year co-chairs a fund-raising drive for U.N.C.F. with various department heads and likewise this year is working with the Chicago Police Department in sponsoring a myriad of events to raise funds for this worthy institution; and

WHEREAS, Cities across America are sponsoring fund-raising events to raise money for U.N.C.F. including Minneapolis, San Francisco, Detroit, Houston and others and on Saturday, September 11, 2004, the 21st Annual Bike, Skate, Run Walkathon is being held on Chicago's beautiful lakefront to support this cause; and

WHEREAS, More than One Hundred Thousand Dollars in U.N.C.F. monies were awarded to students of the Chicago Public Schools system this past year; now, therefore,

Be It Resolved, That the City Council of the City of Chicago commemorate and celebrate and formally declare September 11, 2004 United Negro College Fund Day in this great city and officially encourage all to join in the celebration of this event and raise money for the future of our young people, remembering that "A Mind is a Terrible Thing to Waste".

Alderman Lyle moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Lyle, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- EXEMPTION OF MR. JEROME WADE FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
415 EAST 71ST STREET.

Also, a proposed ordinance to exempt Jerome Wade from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 415 East 71st Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
1715 EAST 95TH STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Midwest Sign & Lighting, Inc. to install a sign/signboard at 1715 East 95th Street, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN STROGER (8th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT
VARIOUS LOCATIONS.

Two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Corporate Identification Solutions (CIS) -- 7445 South Stony Island Avenue; and

Hey!! Outdoor, Inc. -- 1000 East 95th Street.

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- EXEMPTION OF PULLMAN PRESBYTERIAN CHURCH
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
550 EAST 103RD STREET.

A proposed ordinance to exempt Pullman Presbyterian Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 550 East 103rd Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
PERMITS AND LICENSES, FREE OF CHARGE, TO
BRIDGEPORT CATHOLIC ACADEMY FOR
CONDUCT OF PARISH FESTIVAL.

A proposed ordinance authorizing the Director of Revenue and the Commissioners of Buildings, Transportation, Streets and Sanitation and Construction and Permits to issue all necessary special event permits and licenses, free of charge, to Bridgeport Catholic Academy for conduct of the Parish Festival on September 18, 2004 at 3700 South Lowe Avenue, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- EXEMPTION OF 36TH STREET TOWNHOMES, L.L.C.
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
820 WEST 36TH STREET.

Also, a proposed ordinance to exempt 36th Street Townhomes, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 820 West 36th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- PERMISSION GRANTED TO GARIBALDI/PLAZA
AZTECA FESTIVAL/MS. NORMA MARTINEZ FOR
CONDUCT OF MEXICAN CULTURAL FESTIVAL
AT 2800 NORTH CALIFORNIA AVENUE.

Three proposed orders directing the Commissioner of Transportation to grant permission to Garibaldi/Plaza Azteca Festival/Ms. Norma Martinez to conduct a Mexican Cultural Festival to be held at the California Health Park at 2800 North California Avenue, on the dates specified during the hours of 12:00 Noon to 8:00 P.M., which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

September 19, 2004;

September 26, 2004; and

October 3, 2004.

Referred -- PERMISSION GRANTED TO HARMONY HEALTH
PLAN TO USE PORTION OF PUBLIC WAY AT WEST
26TH STREET AND SOUTH CALIFORNIA AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Harmony Health Plan to use the grass-covered area of the public way at West 26th Street and South California Avenue for the period extending August 16, 2004 through September 3, 2004, Monday through Friday, during the hours of 10:00 A.M. to 3:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Adelaido Andrade -- 4013 South Maplewood Avenue;

Angel Dominguez -- 2735 West 39th Place;

Mr. Jose C. Garcia -- 4000 South Maplewood Avenue; and

Ms. Elisea Herrera -- 3559 South Rockwell Street.

Referred -- APPROVAL FOR RENEWAL OF CLASS 6(b) REAL
ESTATE TAX INCENTIVE BENEFITS FOR PROPERTY
AT 4457 -- 4459 SOUTH MARSHFIELD AVENUE.

Also, a proposed resolution approving the renewal of Class 6(b) real estate tax

incentives for the property at 4457 -- 4459 South Marshfield Avenue, under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3927 WEST 63RD STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Thatcher Oaks Awnings to install a sign/signboard at 3927 West 63rd Street, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, nine proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Ruben Aguilar -- 6831 South Kildare Avenue;

Mr. Antonio Chavez, Jr. -- 5842 South Kenneth Avenue;

Mr. George R. Healy -- 6340 South Austin Avenue;

Mr. Patrick McHale -- 6517 South Kolin Avenue;

Mr. Pedro Razo -- 4026 West 58th Street;

Mr. Miguel A. Rojas -- 4018 West 58th Street;

Ms. Blanca N. Smith -- 6406 South Austin Avenue;

Mr. Saul Valdez -- 6731 South Kilbourn Avenue; and

Mr. Lawrence Whitmarsh -- 6043 West 64th Place.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- EXEMPTION OF HOLY FAMILY CHURCH FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Holy Family Church with inclusive exemption, under its not-for-profit status, from all city fees related to the erection, renovation and maintenance of building(s) including the installation of a sprinkler system at 1212 West Roosevelt Road, for a one year period beginning August 16, 2004 and ending August 15, 2005, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF M&M BERTUCCI BUILDERS, INC.
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3034 -- 3045 WEST POPE
JOHN PAUL II DRIVE.

Also, a proposed ordinance to exempt M&M Bertucci Builders, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3035 -- 3045 West Pope John Paul II Drive, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
4222 SOUTH PULASKI ROAD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Hey !! Outdoor, Inc. to install a sign/signboard at 4222 South Pulaski Road, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF SOUTH ARCHER AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Archer Avenue Business Promotions/Mr. Roger Franzak to conduct a sidewalk sale on portion of South Archer Avenue, from South Kedzie Avenue (3200 west) to South California Avenue (2800 west) for the period extending August 12 through August 15, 2004, during the hours of 8:00 A.M. to 8:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN MELL (33rd Ward):**

Referred -- AMENDMENT OF TITLE 13, CHAPTER 76 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 076 AND
RENUMBERING OF EXISTING SECTION 076 PERTAINING
OF EXIT PATH MARKINGS IN HIGH-RISE BUILDINGS.

A proposed ordinance to amend Title 13, Chapter 76 of Municipal Code of Chicago

by adding new Section 076 to require all high-rise buildings to be equipped with, effective January 1, 2008, washable, non-toxic, non-radioactive and self-extinguishing exit path and directional markings within exit stairs, horizontal extensions in exit stairs, horizontal exits, supplemental vertical exits and exit passageways, with the exceptions of street level lobbies and further, by renumbering existing Section 076 as Section 077, entitled "Area of Rescue Assistance Identification", which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Five proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mars Motors Inc. -- 5670 South Western Avenue;

Mars Motors Inc. -- 5758 South Western Avenue;

S&M Auto Sales -- 5739 South Western Avenue;

S&M Auto Sales -- 5741 South Western Avenue; and

Spotless Car Wash -- 1448 West 59th Street.

Presented By

**ALDERMAN COLEMAN (16th Ward) And
ALDERMAN TROUTMAN (20th Ward)**

Referred -- AUTHORIZATION FOR VACATION AND CLOSURE OF
PORTIONS OF SOUTH EMERALD DRIVE, SOUTH
EMERALD AVENUE, SOUTH HALSTED
PARKWAY AND SPECIFIED
PUBLIC ALLEYS.

A proposed ordinance authorizing the vacation and closure of portions of South Emerald Drive, South Emerald Avenue and South Halsted Parkway and the vacation and closure of all the remaining public alleys in the area generally bounded by South Halsted Street, West 65th Street and South Halsted Parkway, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN L. THOMAS (17th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH THROOP STREET
FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to Saint Sabina Academy/Ms. Helen Dumas, Principal, to close to traffic that portion of South Throop Street, from 7801 to 7859, on all school days from August 25, 2004 to June 10, 2005, during the hours of 2:45 P.M. to 3:30 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31207

Referred -- CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC
AT 6914 -- 6915 SOUTH ARTESIAN AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a cul-de-sac at 6914 -- 6915 South Artesian Avenue (at the alley), which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- EXEMPTION OF ELIM CHRISTIAN CHURCH FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Elim Christian Church with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 2735 West 79th Street, for a one year period not to exceed September 1, 2005, which was *Referred to the Committee on Finance*.

Referred -- STANDARDIZATION OF PORTION OF SOUTH FAIRFIELD
AVENUE AS "VALERIE LANDON DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of South Fairfield Avenue, from 8100 to 8200, as "Valerie Landon Drive", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, six proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

BLI Medical Supply -- 7737 South Western Avenue;

Community Mental Health Council -- 7131 -- 7133 South Western Avenue;

Krystal Klean Hand Car Wash -- South Pulaski Road;

Prestige on 71st Inc. -- 7104 South Western Avenue;

Subway -- 2401 West 71st Street; and

71st Best Coin Laundry -- 7108 South Western Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
INSTALL SIGN/SIGNBOARD AT 2740 WEST 79TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Hey!! Outdoor, Inc., to install a sign/signboard at 2740 West 79th Street, which was *Referred to the Committee on Buildings*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH ST. LOUIS AVENUE
AS "MITCHELL LEE WELLS, JR. AVENUE".

Also, a proposed order directing the Commissioner of Transportation to give

consideration to honorarily designate the 8100 block of South St. Louis Avenue as "Mitchell Lee Wells, Jr. Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Two proposed orders directing the Commissioner of Buildings to issue permits to Doyle Signs, Inc. to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

2608 West 111th Street (east elevation); and

2608 West 111th Street (west elevation).

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED
PERMITS AND LICENSES, FREE OF CHARGE, TO
APPLICANTS IN VARIOUS EVENTS.

Also, a proposed order authorizing the Director of Revenue to issue the Food Vendor, Itinerant Merchant, Raffle Licenses, Street Closure, Special Event and Tent Erection Permits, free of charge, for the events noted below, which was *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Mount Greenwood Family Run/Bucks for Burn Run -- September 11, 2004;

Saint Cajetan parish/Okttoberfest -- 2445 West 112th Street on September 11, 2004; and

Triedstone Baptist Church/Gospelfest -- 1415 West 104th Street on August 21, 2004.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Michael J. Norris -- 2519 West 109th Place;

Mr. Joe Spaitis -- 10501 South Artesian Avenue (2); and

Ms. Maria Spaitis -- 10501 South Artesian Avenue.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Anchor Group Ltd. -- 6234 -- 6236 South Dorchester Avenue;

T. Rock L.L.C. -- 5743 -- 5745 South Calumet Avenue; and

Wabash-Michigan L.L.C. -- 4805 -- 4813 South Ashland Avenue.

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31211

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
5763 SOUTH WENTWORTH AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Nu-Way Signs to install a sign/signboard at 5763 South Wentworth Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN BROOKINS (21st Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. John Lyle -- 8045 South Laflin Street; and

Mr. Floyd B. Richardson -- 8152 South Ada Street.

Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- EXEMPTION OF GRANJA PRINTING FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 2703 SOUTH PULASKI ROAD.

A proposed ordinance to exempt Granja Printing from the physical barrier

requirement pertaining to alley accessibility for the parking facilities for 2703 South Pulaski Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, five proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. David Alcantar -- 3020 South Springfield Avenue;

Mr. Enrique Curiel -- 2833 South St. Louis Avenue;

Mr. Eleazar Flores -- 2751 South Ridgeway Avenue;

Mr. Ladislao Gonzalez -- 2546 South Sawyer Avenue; and

Mr. Jaime Sangabriel -- 3012 South Springfield Avenue.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Ten proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section

170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Alex Bobek -- 5840 South Massasoit Avenue;

Mr. James W. Bralles -- 6136 South Major Avenue;

Mr. Al Dachowski -- 5152 South Massasoit Avenue;

Mr. Anthony Gonzales -- 5429 South Ridgeway Avenue;

Mr. Arturo Pina -- 5151 South Harding Avenue;

Mr. Gerald J. Ryan -- 5350 South Narragansett Avenue;

Mr. Stanislaw Rzepka -- 5542 South Nagle Avenue;

Mr. Kenneth Seggerson -- 4854 South La Crosse Avenue;

Mr. James Shanahan -- 5529 South Neva Avenue; and

Mr. Steve M. Tracy -- 6401 South Harlem Avenue.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- EXEMPTION OF FALCON CAR WASH FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 2428 SOUTH TROY STREET.

A proposed ordinance to exempt Falcon Car Wash from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2428 South Troy Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGNS/SIGNBOARDS AT 1342 --
1344 SOUTH PULASKI ROAD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Beacon Sign & Lighting to install a sign/signboard at 1342 -- 1344 South Pulaski Road, which were *Referred to the Committee on Buildings*.

Presented By

ALDERMEN SOLIS (25th Ward):

Referred -- APPROVAL OF PLAT OF RESUBDIVISION OF LOT 2
IN BLOCK 3 OF UNIVERSITY VILLAGE SUBDIVISION
GENERALLY BOUNDED BY WEST 14TH PLACE,
SOUTH MORGAN STREET AND SOUTH
SANGAMON STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of resubdivision of Lot 2 in Block 3 of University Village Subdivision having frontages along West 14th Place on the north, South Morgan Street on the west and South Morgan Street on the east, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- STANDARDIZATION OF PORTION OF SOUTH HALSTED
STREET AS "JANE ADDAMS HULL-HOUSE STREET".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of South Halsted Street, from West Harrison Street to West Taylor Street, as "Jane Addams Hull-House Street", which was *Referred to the Committee on Transportation and Public Way*.

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31215

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
PERMITS AND LICENSES, FREE OF CHARGE, TO
PARTICIPANTS IN AND APPLICANTS FOR
SAINT BASIL ANNUAL FESTIVAL 2004.

Also, a proposed ordinance authorizing the Directors of Revenue and Construction and Permits and the Commissioners of Transportation and Streets and Sanitation to issue all necessary special event permits and licenses, free of charge, to the participants in and applicants for the Saint Basil Annual Festival 2004 to be held at 733 South Ashland Avenue on September 11 and 12, 2004, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF LATIN UNITED COMMUNITY
HOUSING ASSOCIATION FROM CITY FEES
UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Latin United Community Housing Association with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at various locations for a two year period not to exceed November 15, 2004, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 2707 WEST POTOMAC AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Agustin Razon to park his pickup truck and/or van at 2707 West Potomac Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 27.43 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL LIQUOR LICENSES ON PORTION
OF NORTH LARRABEE STREET.

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 27.43 which restricted the issuance of additional alcoholic liquor licenses on portion of North Larrabee Street, from West Oak Street to West Division Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE TO
DE CERO FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to De Cero to maintain and use a portion of the public way adjacent to 812 -- 816 West Randolph Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR VACATION OF PORTION OF PUBLIC
ALLEY IN BLOCK BOUNDED BY NORTH CARPENTER STREET,
WEST HUBBARD STREET, NORTH MORGAN STREET
AND WEST KINZIE STREET.

Also, a proposed ordinance authorizing the vacation of an east/west 12 foot public alley in the block bounded by North Carpenter Street, West Hubbard Street, North Morgan Street and West Kinzie Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- TIME EXTENSION GRANTED FOR VACATION
OF PORTION OF WEST WAYMAN STREET.

Also, a proposed ordinance granting a time extension for the vacation of that portion of West Wayman Street lying between the east line of North Halsted Street and the west line of the John F. Kennedy Expressway, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF 1228 WEST MONROE CORP. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 1228 -- 1244 WEST MONROE STREET.

Also, a proposed ordinance to exempt 1228 West Monroe Corp. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1228 -- 1244 West Monroe Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMITS TO INSTALL SIGNS/SIGNBOARDS
AT 1015 NORTH HALSTED STREET.

Also, three proposed orders directing the Commissioner of Buildings to issue permits to White Way Sign and Maintenance Company to install signs/signboards at 1015 North Halsted Street, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 172 square feet (north elevation);

one sign/signboard measuring 2,100 square feet (south elevation); and
one sign/signboard measuring 440 square feet (west elevation).

Referred -- PERMISSION GRANTED TO TWANG & THUNDER/
MR. MARTY LARKIN TO CONDUCT HANK WILLIAMS
TRIBUTE MUSIC FESTIVAL AND AUTHORIZATION
FOR WAIVER OF ASSOCIATED PERMIT
AND LICENSE FEES.

Also, a proposed order authorizing the Director of Revenue to grant permission to Twang & Thunder/Marty Larkin and to waive the Itinerant Merchant and Vendor License, Special Event and other related fees for the conduct of a Hank Williams Tribute Music festival at 845 West Jackson Boulevard on September 18, 2004, during the hours of 12:00 Noon to 10:00 P.M. and on September 19, 2004, during the hours of 12:00 Noon to 8:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 762 NORTH LARAMIE AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Corporate Identification Solutions to install a sign/signboard at 762 North Laramie Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- EXEMPTION OF AUSTIN CHILDCARE PROVIDERS'
NETWORK FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Austin Childcare Providers' Network with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 5701 West Division Street for a one year period not to exceed October 1, 2005, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Ad Deluxe Sign -- 645 South Central Avenue; and

Hey!! Outdoor, Inc. -- 6359 West Diversey Avenue.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN
AT 1315 NORTH MASSASOIT AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Gary A. Luke to park his pickup truck and/or van at 1315 North Massasoit Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- EXEMPTION OF KNOX PROPERTIES, L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3536 NORTH KNOX AVENUE.

A proposed ordinance to exempt Knox Properties, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3536 North Knox Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNSBOARD AT
2739 NORTH PULASKI ROAD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Hey!! Outdoor, Inc. to install a sign/signboard at 2739 North Pulaski Road, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN MATLAK (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO EL PRESIDENTE
RESTAURANT FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to El Presidente Restaurant to maintain and use a portion of the public way adjacent to 2558 North Ashland Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF HARTLAND PARK SUBDIVISION IN AREA
BOUNDED BY WEST DIVERSEY PARKWAY, NORTH
HERMITAGE AVENUE, WEST WRIGHTWOOD
AVENUE AND EAST RIGHT-OF-WAY LINE
OF UNION PACIFIC RAILROAD.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a proposed Hartland Park Subdivision in the area bounded by West Diversey Parkway, vacated North Hermitage Avenue, West Wrightwood Avenue and the east right-of-way line of the Union Pacific Railroad, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- VACATION OF PORTIONS OF PUBLIC ALLEYS IN AREA
BOUNDED BY WEST WEBSTER AVENUE, NORTH ELSTON
AVENUE, NORTH HOBSON AVENUE AND
NORTH WOOD STREET.

Also, a proposed ordinance authorizing the vacation of those remaining portions of public alleys in the area bounded by West Webster Avenue, North Elston Avenue, North Hobson Avenue and North Wood Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ESTABLISHMENT OF
TAXICAB STAND NUMBER 786 ON PORTION OF
NORTH LINCOLN AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to establish Taxicab Stand Number 786 on the west side of North Lincoln Avenue, from a point 210 feet north of West Wrightwood Avenue, to a point 60 feet north thereof, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF M. FRITZSCHE TRUCKING COMPANY
INC./MR. DAVID A. FRITZSCHE FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR 3253 NORTH
WESTERN AVENUE.

Also, a proposed ordinance to exempt M. Fritzsche Trucking Company Inc./Mr. David A. Fritzsche from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3253 North Western Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT
AND LICENSE FEES FOR CONDUCT OF ROSCOE VILLAGE
CHAMBER OF COMMERCE HARVEST FEST.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant, Food Vendor License, Canopy Erection and Street Closure fees for conduct of the Roscoe Village Chamber of Commerce Harvest Fest to be held on the 2000 and 2100 blocks of West Roscoe Street on September 18, 2004, during the hours of 12:00 Noon to 10:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31223

Mr. Kenneth Brinkman -- 2634 North Racine Avenue; and

Mr. John Cheever -- 2020 West Churchill Street.

Referred -- APPROVAL OF PROPERTY AT 916 -- 932 NORTH NORTH
BRANCH STREET AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 916 -- 932 North North
Branch Street as eligible for Class 6(b) tax incentives under the Cook County Real
Property Classification Ordinance, which was *Referred to the Committee on
Economic, Capital and Technology Development*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier
requirement pertaining to alley accessibility for the parking facilities adjacent to the
locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430
of the Municipal Code of Chicago, which were *Referred to the Committee on
Transportation and Public Way*, as follows:

TGC Development Corp -- 4440 North Kedzie Avenue; and

4750 Manor L.L.C. -- 2953 West Lawrence Avenue.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLES AT SPECIFIED INTERSECTIONS.

Five proposed ordinances authorizing the Commissioner of Transportation to construct traffic circles at the intersections specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West 112th Place and South Racine Avenue;

West 113th Street and South May Avenue;

West 114th Street and South Morgan Avenue;

West 114th Street and South Racine Avenue; and

West 126th Street and South Emerald Avenue.

Presented By

ALDERMAN COLÓN (35th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF INTERSECTION AT NORTH FRANCISCO AVENUE AND WEST SCHUBERT AVENUE AS "SAINT LUKE'S WAY".

A proposed order directing the Commissioner of Transportation to give consideration to honorarily designate the intersection of North Francisco Avenue and West Schubert Avenue as "Saint Luke's Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC
ON PORTION OF NORTH PITTSBURGH AVENUE.

A proposed ordinance authorizing the Commissioner of Transportation to cause the construction of a cul-de-sac on portion of North Pittsburgh Avenue, south of the alley of West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF 6550 W. DIVERSEY L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt 6550 W. Diversey L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

6560 West Diversey Avenue; and

6559 West George Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, four proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

Doyle Signs, Inc. -- 6465 West Diversey Avenue (front elevation letters);

Doyle Signs, Inc. -- 6465 West Diversey Avenue (rear elevation letters);

Grate Signs -- 3555 North Harlem Avenue; and

Thatcher Oaks Awnings -- 7124 West Diversey Avenue.

Presented By

ALDERMAN MITTS (37th Ward):

Referred -- EXEMPTION OF FEDERICCO'S BODY SHOP FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
1159 NORTH LAMON AVENUE.

A proposed ordinance to exempt Federicco's Body Shop from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1159 North Lamon Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PLAT OF SUBDIVISION IN AREA
GENERALLY BOUNDED BY WEST NORTH AVENUE
AND NORTH KOSTNER AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of subdivision having frontage on the south line of West North Avenue and on the west line of North Kostner Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MITTS (37th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 4, CHAPTER 108 OF MUNICIPAL
CODE OF CHICAGO BY CREATION OF NEW SECTION 082 TO
REQUIRE SECURITY GUARDS IN FILLING STATIONS.

A proposed ordinance, presented by Aldermen Mitts, Flores, Haithcock, Hairston, Beale, T. Thomas, L. Thomas, Brookins, Chandler, Burnett, E. Smith, Suarez, Colón, Natarus and Tunney, to amend Title 4, Chapter 108 of the Municipal Code of Chicago by creation of new Section 082 which would require the owner or operator of any filling station to assign at all times a private security guard on the premises of each filling station whose duties shall include the reporting of panhandling, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- EXEMPTION OF DAUGHTERS OF SAINT MARY
OF PROVIDENCE FROM CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing the Daughters of Saint Mary of Providence with inclusive exemption, under their not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 4200 North Austin Avenue for a one year period not to exceed November 15, 2005, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Ray Paltic/Cicero Auto Repair -- 3739 North Cicero Avenue; and

Mr. Leo Stec/Leo Stec Saturn Inc. -- 5515 West Irving Park Road.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Active Electrical Supply Company/Fox Lighting Galleries -- 4325 -- 4245 West Lawrence Avenue; and

Hebron Imports, Inc. -- 4142 West Lawrence Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
4745 NORTH ELSTON AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Corporate Identification Solutions to install a sign/signboard at 4745 North Elston Avenue, which was *Referred to the Committee on Buildings*.

Referred -- DEPARTMENT OF POLICE INVITED TO DEMONSTRATE
AND DISCUSS CITIZEN LAW ENFORCEMENT ANALYSIS
AND REPORTING SYSTEM.

Also, a proposed resolution inviting the appropriate representatives of the Department of Police to appear before the Committee on Economic, Capital and Technology Development to demonstrate and discuss the Citizen Law Enforcement Analysis and Reporting (C.L.E.A.R.) system, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF MR. VUK ZECEVIC/VUK BUILDERS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt Vuk Zecevic/Vuk Builders from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

5414 -- 5416 North Kedzie Avenue; and

5321 North Lincoln Avenue.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 5142 NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Miguel A. Gonzalez to park his pickup truck and/or van at 5142 North Lincoln Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Gallery 37 Cafe -- 66 East Randolph Street; and

Potbelly Sandwich Works -- 277 East Ontario Street.

Referred -- EXEMPTION OF SMITHFIELD PROPERTIES FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 30 WEST OAK STREET.

Also, a proposed ordinance to exempt Smithfield Properties from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 30 West Oak Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR STANDARDIZATION
OF PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

south side of the street at 175 East Delaware Place -- to be known as "Father Andrew Greeley Place"; and

north side of the riverwalk, from North Michigan Avenue to North Lake Shore Drive -- to be known as "DuSable Founders Way".

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 644 EAST LAKE SHORE DRIVE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Landmark Sign Group, Inc. to install a sign/signboard at 644 East Lake Shore Drive, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO HOLD SIDEWALK
SALE AT 307 WEST LAKE STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Dye N Style/Ms. Bonnie McHugh to conduct a sidewalk sale at 307 West Lake Street on August 19 and 20, 2004, during the hours of 7:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR CONDUCT
OF VARIOUS SPECIAL EVENTS.

Also, eight proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the conduct of the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Dance Africa 2004 Marketplace -- Chicago Theatre, on October 22, 23 and 24, 2004 (Food Vendor and Itinerant Merchant License fees);

Genesis at the Crossroads from the Middle East to the Midwest -- Block 37, on August 28, 2004, during the hours of 12:00 Noon to 8:30 P.M. and on August 29, 2004, during the hours of 12:00 Noon to 6:00 P.M. (Itinerant Merchant and Food Vendor License fees);

Italian Market Festival -- Daley Plaza, for the period extending October 4 through October 8, 2004 (Itinerant Merchant and Food Vendor License fees);

Italian Market Festival -- Daley Plaza, for the period extending October 4 through October 7, 2004, during the hours of 10:00 A.M. to 5:00 P.M. and on October 8, 2004, during the hours of 10:00 A.M. to 2:00 P.M. (Itinerant Merchant, Food Vendor and Liquor License fees);

LaSalle Bank Chicago Marathon -- Grant Park, on October 10, 2004, during the hours of 6:00 A.M. to 10:00 A.M. (Itinerant Merchant License and Food Vendor License fees);

LaSalle Bank Chicago Marathon -- Grant Park, on October 10, 2004, during the hours of 6:00 A.M. to 10:00 A.M. (Street Closure fees);

LaSalle Bank Chicago Marathon -- Grant Park (tents/canopies for runners are to be installed) on October 10, 2004, during the hours of 6:00 A.M. to 10:00 A.M. (Street Closure fees); and

3rd Annual Presencia Puertorriquena -- Daley Plaza, for the period extending August 30 through September 3, 2004 (Itinerant Merchant and Food Vendor License fees).

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN DALEY (43rd Ward):**

Referred -- AMENDMENT OF TITLES 9 AND 11 OF MUNICIPAL
CODE OF CHICAGO TO FURTHER RESTRICT
NOISE EMISSIONS ON PUBLIC WAY.

A proposed ordinance to amend Title 9 of the Municipal Code of Chicago by addition of new subsection 9-76-140(c) which would declare any motor vehicle on the public way not properly equipped with a muffler as a public nuisance and cause its impoundment, and by modification of Section 9-100-020 which would increase fines for such violations and further, to amend Title 11 of the Municipal Code of Chicago by modification of Section 11-4-1115 which would restrict the use of sound amplification devices in motor vehicles or while on the public way, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

**ALDERMAN NATARUS (42nd Ward)
AND OTHERS:**

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4 OF
MUNICIPAL CODE OF CHICAGO BY CREATION
OF NEW SECTION 025 TO RESTRICT
PANHANDLING.

A proposed ordinance, presented by Aldermen Natarus, Mitts, Laurino, O'Connor, Daley and Tunney, to amend Title 8, Chapter 4 of the Municipal Code of Chicago by creation of new Section 025 which would prohibit panhandling at bus stops, in any public transportation vehicle or facility, in a vehicle parked or stopped on a public way except when solicitation is done by a recognized charitable organization, in a sidewalk cafe, restaurant, filling station or within a ten foot radius of an automatic teller machine or entrance to a bank or currency exchange, or when such activity is done in an intimidating or inconveniencing manner or by a group of two or more persons and further, by establishing fines for violations thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO SALUKI BAR
FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Saluki Bar to maintain and use a portion of the public way adjacent to 1208 North Wells Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF RDM DEVELOPMENT FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 2522 NORTH HALSTED STREET.

Also, a proposed ordinance to exempt RDM Development from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2522 North Halsted Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.

Also, two proposed orders authorizing the Executive Director of Construction and Permits, the Director of Revenue, the Commissioners of Environment and Fire and the Zoning Administrator to issue all necessary permits, free of charge, to the landmark properties at the locations specified, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

834 West Belden Avenue -- for construction of a building rear addition; and

550 West Grant Place -- for construction of five residential townhouses.

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED PERMITS
AND LICENSES, FREE OF CHARGE, AND/OR WAIVER OF
FEES FOR CONDUCT OF VARIOUS SPECIAL EVENTS.

Also, three proposed orders authorizing the Director of Revenue or the Director of Construction and Permits to issue permits and licenses, free of charge, and/or waive the fees specified for the conduct of the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Alcott School's Harvest Fest -- 2625 North Orchard Street and on West Drummond Place, from North Orchard Street to the alley east thereof, on October 2, 2004, during the hours of 12:00 Noon to 6:00 P.M. (Itinerant Merchant, Food Vendor License and Street Closure Permit fees);

Chicago Air and Water Show -- North Avenue Beach, on August 21 and 22, 2004 (Tent Erection Permit fees); and

Saint Michael's Oktoberfest -- 1633 North Cleveland Avenue, on September 25, 2004, during the hours of 12:00 Noon to 10:00 P.M. (Food Vendor and Itinerant Merchant License fees).

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Rebecca Ames -- 420 West Fullerton Avenue;

Mr. Stephen Baird -- 2683 North Burling Street; and

Mr. Brent Lubeck -- 2628 North Burling Street.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- STANDARDIZATION OF PORTION OF WEST WILSON
AVENUE AS "FRANK DEL RUSSO, SR. WAY".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 5000 to 5100 block of West Wilson Avenue as "Frank Del Russo, Sr. Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT
PERMITS AND LICENSES, FREE OF CHARGE, FOR
SAINT EDWARD'S PARISH FALL FESTIVAL.

Also, a proposed order authorizing the Director of Revenue and the Director of Buildings to issue all necessary special event permits and licenses, free of charge, to Saint Edward's parish for the conduct of their Fall Festival at 4343 -- 4350 West Sunnyside Avenue on September 24 and 25, 2004, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF NORTH LAVERGNE AVENUE
FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Saint John's Lutheran Church and School to close to traffic a portion of North Lavergne Avenue, between West Montrose Avenue and West Pensacola Avenue, on all school days for the period of August 25, 2004 through June 10, 2005, during the hours of 8:00 A.M. to 9:00 A.M., 11:00 A.M. to 12:00 Noon and 2:30 P.M. to 3:30 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- EXEMPTION OF PROPERTY AT 828 WEST GRACE
STREET FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES.

A proposed ordinance to exempt from the physical barrier requirement pertaining to alley accessibility the representatives of the parking facilities for the property at 828 West Grace Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AUTHORIZATION FOR VACATION OF PORTION OF
NORTH RAVENSWOOD AVENUE IN BLOCK BOUNDED
BY WEST LELAND AVENUE, NORTH WOLCOT
AVENUE, WEST LAWRENCE AVENUE AND
NORTH RAVENSWOOD AVENUE.

A proposed ordinance authorizing the vacation of a portion of North Ravenswood Avenue in the block bounded by West Leland Avenue, North Wolcott Avenue, West Lawrence Avenue and North Ravenswood Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- EXEMPTION OF CHICAGO HOUSING AUTHORITY (FISHER
APARTMENTS) FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
5821 NORTH BROADWAY.

A proposed ordinance to exempt the Chicago Housing Authority (Fisher Apartments) from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5821 North Broadway, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31239

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 5836 NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Ad Deluxe Sign Co. to install a sign/signboard at 5836 North Broadway, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AUTHORIZATION FOR DONATION OF AMBULANCE
TO CITY OF PORT AU PRINCE, HAITI.

A proposed ordinance authorizing the Commissioner of Fleet Management to enter into and execute such documents as may be necessary to effectuate the donation of an outdated ambulance, free of any liens and encumbrances in an "as is" condition, to City of Port Au Prince, Haiti, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- EXEMPTION OF NORTHWEST HOME FOR
THE AGED FROM ALL CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Northwest Home for the Aged with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 6300 North California Avenue

for the period of February 15, 2004 to February 14, 2005, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 4, SECTION 020
OF MUNICIPAL CODE OF CHICAGO TO WAIVE LICENSE
REQUIREMENT FOR SALE OR EXCHANGE OF USED
MERCHANDISE CONDUCTED BY CHARITABLE
OR RELIGIOUS ORGANIZATIONS.

Also, a proposed ordinance to amend Title 4, Chapter 4, Section 020 of the Municipal Code of Chicago which would waive the licensing requirement for the sale or exchange of used merchandise when such activity is conducted or controlled by a charitable or religious organization, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Development By Real Concord, Inc. -- 6015 North Mozart Street; and

RDM Development/2801 Howard L.L.C. -- 7554 North California Avenue.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS,
CANCELLATION OF WARRANTS FOR
COLLECTION AND WATER RATE
EXEMPTIONS, ET CETERA.*

Proposed ordinances, orders, et cetera, described below, were presented by the alderman named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN COLEMAN (16th Ward):

Housing Opportunities for People Everywhere -- for new construction on the premises known as 1302 -- 1308 -- 1310 -- 1314 -- 1316 -- 1322 and 1324 West 52nd Street.

BY ALDERMAN L. THOMAS (17th Ward):

Catholic Charities Housing Development Corporation -- for new construction on the premises known as 7750 South Emerald Avenue.

BY ALDERMAN CHANDLER (24th Ward):

Carey Tercentenary A.M.E. Church -- for rehabilitation on the premises known as 1448 South Homan Avenue.

The Joseph Kellman Family Foundation -- for new construction on the premises known as 1512 South Pulaski Road.

Redeemed Tabernacle C.O.G.I.C. -- for rehabilitation on the premises known as 1340 South Pulaski Road.

BY ALDERMAN E. SMITH (28th Ward):

Bethel New Life, Inc. -- for renovation on the premises known as The Douglas Villa, 4358 West Washington Boulevard and Model Condo, 3812 West Maypole Street.

Bethel New Life, Inc. and Keystone Baptist Church -- for new construction on the premises known as 4056, 4052, 4058, 4051, 3843, 3853 West Maypole Street and 223 North Karlov Avenue.

BY ALDERMAN REBOYRAS (30th Ward):

Saint Hyacinth Church -- for construction of four car detached masonry garage on the premises known as 3636 West Wolfram Street.

BY ALDERMAN MATLAK (32nd Ward):

MJH Education Assistance Illinois IV, L.L.C. -- for demolition and new construction on the premises known as 1241 -- 1257 West Fullerton Avenue.

BY ALDERMAN MELL (33rd Ward):

Concordia Lutheran Church -- for new construction on the premises known as 3300 -- 3322 North Whipple Street.

BY ALDERMAN AUSTIN (34th Ward):

Roseland Community Hospital -- for new construction on the premises known as 45 West 111th Street.

BY ALDERMAN TUNNEY (44th Ward):

Thresholds -- for the premises known as 4101 North Ravenswood Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN HAITHCOCK (2nd Ward):

The Salvation Army, 1515 West Monroe Street.

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31243

BY ALDERMAN TILLMAN (3rd Ward):

Illinois Institute of Technology, various locations (5).

BY ALDERMAN BURKE (14th Ward):

Misericordia Heart of Mercy, 2916 West 47th Street.

BY ALDERMAN CAROTHERS (29th Ward):

The Salvation Army Child Care Program, 1515 West Monroe Street.

BY ALDERMAN MITTS (37th Ward):

The Salvation Army -- New Hope Head Start, 4255 West Division Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology, 1100 East 55th Street -- building inspection fees.

BY ALDERMAN CÁRDENAS (12th Ward):

Boys and Girls Club, 2950 West 25th Street -- public place of assembly inspection fees.

BY ALDERMAN E. SMITH (28th Ward):

Ms. Florida Jackson, 4838 West Lake Street -- building inspection fees.

BY ALDERMAN DALEY (43rd Ward):

The Moody Church, 1609 North LaSalle Street -- public place of assembly inspection fees.

Victory Gardens Theatre, 2257 North Lincoln Avenue -- mechanical ventilation inspection fee.

BY ALDERMAN SHILLER (46th Ward):

Jane Addams Hull House, 4520 North Beacon Street -- public place of assembly inspection fees (2).

BY ALDERMAN STONE (50th Ward):

Bais Yaakov Hebrew School, 6110 North California Avenue -- mechanical ventilation inspection fee.

Council of the Jewish Elderly, 3003 West Touhy Avenue -- public place of assembly inspection fee.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN HAITHCOCK (2nd Ward):

Pacific Garden Mission, 652 South State Street.

BY ALDERMAN HAIRSTON (5th Ward):

Nehemiah Urban Church Ministries, 7351 -- 7359 South Chappel Avenue.

BY ALDERMAN T. THOMAS (15th Ward):

West Englewood United/Clara's House, 1650 West 62nd Street.

9/1/2004

NEW BUSINESS PRESENTED BY ALDERMEN

31245

BY ALDERMAN L. THOMAS (17th Ward):

Faith Cathedral Church, 2424 West 69th Street.

BY ALDERMAN MURPHY (18th Ward):

Saint Mark Church of Holiness, 8332 South Ashland Avenue.

BY ALDERMAN OCASIO (26th Ward):

Latin United Community Housing Association (L.U.C.H.A.), various locations (4).

BY ALDERMAN MATLAK (32nd Ward):

Association House of Chicago, 2150 West North Avenue.

BY ALDERMAN LAURINO (39th Ward):

North Park Village Apartments, 5801 North Pulaski Road.

REFUND OF FEES:

BY ALDERMAN LEVAR (45th Ward):

Saint Constance parish, 5843 West Strong Street -- refund in the amount of \$100.00.

BY ALDERMAN SHILLER (46th Ward):

Buena Park Neighbors, in care of Ms. Mary Timmons, 942 West Belle Plaine Avenue -- refund in the amount of \$100.00.

BY ALDERMAN M. SMITH (48th Ward):

South-East Asia Center, 1124 West Ainslie Street -- refund in the amount of \$82.50.

WAIVER OF FEES:

BY ALDERMAN E. SMITH (28th Ward):

Bethel New Life, Inc., 130 North Kilbourn Avenue -- demolition lien in the amount of \$23,764.50.

NeighborSpace, 4427 West Fulton Street -- demolition lien in the amount of \$6,240.60.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

ALDERMAN PRECKWINKLE (4th Ward):

Collins, Shirley

Dreyfuss, Margaret

ALDERMAN LYLE (6th Ward):

Anthony, Marie H.

ALDERMAN BANKS (36th Ward):

Turrubiarres, Vincent

ALDERMAN ALLEN (38th Ward):

Muench, Mary L.

ALDERMAN NATARUS (42nd Ward):

Collins, Rosemarie

Paul, Janice Z.

ALDERMAN DALEY (43rd Ward):

Ruhling, Geraldine W.

ALDERMAN LEVAR (45th Ward):

Bintz, Ronald P.

Dunn, Donna T.

ALDERMAN SHILLER (46th Ward):

Rosenberg, Michael

ALDERMAN M. SMITH (48th Ward):

Kardasz, Aleksy

Klein, Margarete

Priedkalns-Zirnis, Ruta

ALDERMAN STONE (50th Ward):

Reisberg, Dorothy A.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (July 21, 2004)

The City Clerk submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago, Illinois* for the regular meeting held on Wednesday, July 21, 2004, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

family members and friends of the late Chicago Police Officer Michael Patrick Gordon: his wife, Guinevere "Guin", his daughter, Grace Catherine Rose, his son, David Lopez, his father, Robert, Jr. (retired Assistant Chief of Police, Riverside Police Department) and his mother, Carol, his brothers, John and Robert, III (Police Officer, Broadview Police Department), his sister-in-law, Heather, his nephews, John, Jr. and Alec, his uncles, Joseph Pufpaf (Police Officer, Chicago Police Department) and John Pufpaf, his friend, Wanda Pabon, his patrol partner, Officer Mario Mendoza, and Chicago Police Superintendent Philip Cline, accompanied by several members of the Chicago Police Department;

members of Chicago Fire Department Truck 25: Lieutenant Nick Fabrizio, accompanied by his mother, Geraldine, and his brother, Battalion Chief Dan Fabrizio; members of Chicago Fire Department Ambulance 46: Fire Paramedic Julie Rinaldi, accompanied by her husband, John, her mother, Sue, and her daughters, Jamie and Jillian; Paramedic-in-Charge Jon Friedman; and members of Chicago Fire Department Squad 2: Captain Patrick Maloney, accompanied by his wife, Carmel, his mother, Ann, and his brother, Jim (Lieutenant, Chicago Police Department); Fire Fighter Joseph Martinelli, accompanied by his wife, Patricia, his daughter, Isabella, his parents, Robert and Elsie, his father-in-law, Mike White (retired Battalion Chief, Chicago Fire Department) and his sister-in-law, Jennifer;

Miss Anna Pamasa, accompanied by her mother, Lydia; Mr. Don Rossi Nuccio, Director of Latino Art Beat; and Mr. Jaime Contreras, Associate Director of Admissions, Columbia College;

The Honorable Blesila Cabrera, Consul General of the Philippines;

eighty members of "Team Chicago" Junior Lifeguard squad, accompanied by Ms. Mary O'Connor, Head Coach, her parents, Bill and Mary Meyering; Theresa Donnelly, an Assistant Coach; and Ms. Erin Joyce, Game Official; and

Mrs. Lois Young, accompanied by her daughters, Lorrie Rossi and Cathy Bertucci.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the first (1st) day of September, 2004, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-ninth (29th) day of September, 2004, at 10:00 A.M., in the Council Chambers in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 29, 2004, at 10:00 A.M. in the Council Chambers in City Hall.

JAMES J. LASKI,
City Clerk.