Continued from Volume I
on page 39876
REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX INCENTIVE BENEFITS FOR PROPERTY AT 4411 SOUTH KILDARE AVENUE PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:


To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing approval of a renewal of a Class 6(b) tax incentive classification for the property located at 4411 South Kildare Avenue pursuant to the Cook County Real Property Ordinance, 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) EDWARD M. BURKE,
Chairman.
On motion of Alderman Burke, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:


*Nays* -- None.

Alderman Beavers 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, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Yunwon Kang (the “Applicant”) is the owner of certain real estate located generally at 4411 South Kildare Avenue, Chicago, Illinois 60632 as further described on Exhibit A hereto (the “Subject Property”) and of an industrial facility thereon; and

WHEREAS, On November 15, 1995 the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the “Assessor”); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 1996; and

WHEREAS, The Subject Property continues to qualify as Class 6(b) real estate as defined in the Ordinance; and
WHEREAS, The Applicant intends to file an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located a resolution expressly stating that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. That the City determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 2. That the City supports and consents to the renewal of the Class 6(b) classification 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) renewal 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 ordinance reads as follows:

Exhibit "A".

Legal Description.

Permanent Index Number:

19-03-400-042-0000.
Site Dimensions:

4411 South Kildare Avenue, Chicago, Illinois.

A one (1) story, masonry industrial building containing thirty-seven thousand four hundred ten (37,410) gross square feet of climate controlled space which will have three thousand nine hundred sixty-two (3,962) square feet (eleven percent (11%)) of finished office space. According to public records, the property was constructed in 1950 with an addition in 1952.

The site contains fifty-two thousand one hundred sixty-two (52,162) square feet, or one and twenty hundredths (1.20) acres. This is a rectangular shaped site with a small (nine hundred fifty-three (953) square foot) triangular extension. It has three hundred ninety-eight and fifty-one hundredths (398.51) feet of street frontage on the east side of South Kildare Avenue and a depth of one hundred twenty-eight and fifty hundredths (128.50) feet. All utilities (gas, water, sewer and drainage) are available to the site.

Legal Description:

That part of Lot “B” in the Circuit Court Partition of the south half and that part of the northwest quarter lying south of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat of said Circuit Court Partition recorded April 29, 1897 in Book 67 of Plats, page 44, as Document Number 2530529, bounded and described as follows:

beginning at the intersection of the east line of South Kildare Avenue (as dedicated for public street by plat of dedication recorded June 18, 1992 as Document Number 92443410) and a line 958.32 feet south of and parallel to the east and west centerline of said Section 3, said parallel line being the northerly boundary line of the premises conveyed by The First National Bank of Chicago to the then Trustees of the Central Manufacturing District by deed dated December 22, 1948 and recorded December 30, 1948 in Book 44117, page 460, as Document Number 14470610; thence north along said east line of South Kildare Avenue to its intersection with a line 559.82 feet south of and parallel to said east and west centerline of Section 3; thence east along last described parallel line a distance of 110 feet; thence northeasterly along a straight line to its point of intersection with a line 784.43 feet east of and parallel to the north and south centerline of said Section 3, said point of intersection being 456.82 feet south of said east and west centerline of Section 3; thence south along last described parallel line to its intersection with the aforesaid line 958.32 feet south of and parallel to said east and west centerline of Section 3; thence west along last described parallel line to the point of beginning.
The above description is based upon the following definitions:

(a) The east and west centerline of said Section 3 is defined as a straight line drawn from a point on the east line of said Section 3 measured 2,597.19 feet south from the northeast corner of said Section 3 and measured 2,669.84 feet north from the southeast corner of said Section 3 to a point on the west line of said Section 3 measured 2,598.77 feet south from the northwest corner of said Section 3 and measured 2,661.19 feet north from the southwest corner of said Section 3.

(b) The north and south centerline of said Section 3 is defined as a straight line drawn from a point on the north line of said Section 3 measured 2,648.14 feet west from the northeast corner of said Section 3 and measured 2,642.84 feet east from the northwest corner of said Section 3 to a point on the south line of said Section 3 measured 2,669.37 feet west from the southeast corner of said Section 3 and measured 2,668.04 feet east from the southwest corner of said Section 3.

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT WITH, CONVEYANCE OF CITY PROPERTY TO AND WAIVER OF CERTAIN FEES FOR CHICAGO COMMUNITY INREACH, INC. FOR CONSTRUCTION OF AFFORDABLE HOUSING AT 4401 -- 4405 WEST MAYPOLE AVENUE.

The Committee on Finance submitted the following report:


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 and fee waiver with Chicago Community Inreach, Inc., amount of loan not to exceed $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.

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:


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 City has programmed certain funds (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and
WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Chicago Community Inreach, Inc., an Illinois not-for-profit corporation (the "Borrower"), which is sponsored by Chicago Victory Church, an Illinois not-for-profit corporation, in an amount not to exceed Three Hundred Thousand Dollars ($300,000) (the "Loan"), to be funded from Multi-Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Borrower anticipates using the financing sources described on Exhibit A to rehabilitate an affordable housing project consisting of six (6) residential units in a single building, as more fully described on Exhibit A (the "Project"); and

WHEREAS, The Project will be constructed on the parcels of real property generally located at 4401 -- 4405 West Maypole Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, The Borrower is also seeking to acquire the parcel of real property identified on Exhibit C-1 (the "Tax Sale Parcel"); and

WHEREAS, If the Borrower acquires the Tax Sale Parcel, the City will convey to the Borrower the parcel of real property identified on Exhibit C-2 (the "City Parcel") for One and no/100 Dollars ($1.00), provided that the Tax Sale Parcel and the City Parcel are used to provide additional parking and/or open green space for the Project; 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 Multi-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. Subject to the Borrower's previous or simultaneous acquisition of the Tax Sale Parcel, the sale of the City Parcel to the Borrower for the sum of One and no/100 Dollars ($1.00) is hereby approved. Neither the Borrower's acquisition of the Tax Sale Parcel, nor the City's sale of the City Parcel, is a part of the "Project", nor shall either such acquisition or sale be deemed a condition precedent to the closing of the financing described in Exhibit A, nor shall a failure to acquire either such other parcel give rise to a default under the loan and security documents for such financing.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Parcel to the Borrower, or to a land trust of which the Borrower is the sole beneficiary, or to a business entity of which the Borrower is the sole controlling party or is comprised of the same principal parties, subject to any covenants, conditions and restrictions set forth in the applicable financing documents described in Exhibit A. The quitclaim deed shall contain language in substantially the following form, or in such other language as may be reasonably acceptable to the Corporation Counsel (and which language may be included in a regulatory agreement or similar recorded document in lieu of in the quitclaim deed) to insure that the City Parcel is not transferred or otherwise used for an unintended use:

This conveyance is subject to the express condition that the City Parcel conveyed is improved for parking purposes appurtenant to the Property located at 4401 -- 4405 West Maypole Avenue, or for open green space appurtenant to such Property, or for both such uses, within one (1) year of the date of this quitclaim deed and thereafter maintained for such uses.

In the event that this condition is not met, the City of Chicago may reenter the City Parcel and reestablish title in the City of Chicago.

SECTION 5. 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 (as described in Exhibit A hereto) 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 (as described in Exhibit A hereto) 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 6. 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 7. This ordinance shall be effective as of the date of its passage.

Exhibits “A”, “B”, “C-1” and “C-2” referred to in this ordinance read as follows:

*Exhibit “A”.*

<table>
<thead>
<tr>
<th>Borrower:</th>
<th>Chicago Community Inreach, Inc., an Illinois not-for-profit corporation, which is sponsored by Chicago Victory Church, an Illinois not-for-profit corporation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Rehabilitation of a building located at 4401 -- 4405 West Maypole Avenue, all in Chicago, Illinois (the “Property”) and of six dwelling units contained therein as three- and four-bedroom units for low- and moderate-income families.</td>
</tr>
<tr>
<td>Loan:</td>
<td>Source: Multi-Program.</td>
</tr>
<tr>
<td></td>
<td>Amount: Not to exceed $300,000.</td>
</tr>
<tr>
<td></td>
<td>Term: Not to exceed 32 years.</td>
</tr>
<tr>
<td></td>
<td>Interest: 0% per annum.</td>
</tr>
<tr>
<td></td>
<td>Security: Non-recourse loan; second mortgage on the Property.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Financing:</th>
<th>Amount: Not to exceed $571,744.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Term: Not to exceed 32 years.</td>
</tr>
<tr>
<td></td>
<td>Source: Illinois Housing Development Authority, or another entity acceptable to the Commissioner.</td>
</tr>
<tr>
<td></td>
<td>Interest: 0% per annum.</td>
</tr>
<tr>
<td></td>
<td>Security: First Mortgage on the Property.</td>
</tr>
</tbody>
</table>
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.

Exhibit “C-1”.

Tax Sale Parcel.
(Subject To Final Title And Survey)

Commonly Known As:

220 North Kostner Avenue
Chicago, Illinois.

Permanent Index Number:

16-10-323-022.
Exhibit "C-2".

City Parcel.

(Subject To Final Title And Survey)

Commonly Known As:

218 North Kostner Avenue
Chicago, Illinois.

Permanent Index Number:

16-10-323-023.

AUTHORIZATION FOR IMPOSITION OF TAX LEVY
AND APPROVAL OF YEAR 2005 BUDGET FOR
SPECIAL SERVICE AREA NUMBER 25.

The Committee on Finance submitted the following report:


To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of taxes and the approval of the 2005 budget for Special Service Area Number 25, amount to be levied: $138,600, 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:


Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 25 (the "Area") and authorized the levy of an annual tax for the period beginning in tax year 2003 through and including tax year 2012, not to exceed an annual rate of forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and
WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by both sides of West 26th Street, from South California Avenue west to the east line of the Belt Railroad near the City limits; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; support, retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; security, including, but not limited to, the development of safety programs; parking management research, including initiation of shuttle bus transit service; development of financing local facade improvement program; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Little Village Special Service Area Commission (the “Commission”) for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the “Service Provider”), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2005, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2004 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, In 2003, the City Council approved an agreement (the “Service Provider Agreement”) with the Little Village -- 26th Street Area Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, with a term beginning as of January 1, 2004 and ending on December 31, 2005, and such Service Provider Agreement contemplated that it would be amended for the year 2005 to contain a revised budget and scope of services for such year; and
WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Little Village Special Service Area Commission

Special Service Area Budget.

For a term beginning as of January 1, 2005 and ending December 31, 2005.

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
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<tbody>
<tr>
<td>Service Provider Agreement</td>
<td></td>
</tr>
<tr>
<td>for the provision of Special</td>
<td>$200,000</td>
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<tr>
<td>Services</td>
<td></td>
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<tr>
<td>TOTAL BUDGET REQUEST:</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

Source Of Funding

| Tax levy at an annual rate not    |  |
| to exceed forty-five one-        |  |
| hundredths of one percent (0.45%)|  |
| of the equalized assessed value, |  |
| of taxable property within Special| $138,600 |
| Service Area Number 25           |  |
| Carryover funds from previous tax| $ 61,400 |
SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of One Hundred Thirty-eight Thousand Six Hundred Dollars ($138,600) as the amount of the Services Tax for the tax year 2004.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 28, 2004, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2004 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 8. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

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:


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:


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 39894 through 39898 of this Journal.]
<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>RANK</th>
<th>UNIT OF ASSIGNMENT</th>
<th>DATE INJURED</th>
<th>VOUCHER TOTAL</th>
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**CITY COUNCIL ORDERS**

**COUNCIL MEETING OF 12/15/2004**

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CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 12/15/2004
REGULAR ORDERS

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; 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 39900 through 39901 of this Journal.]
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CITY OF CHICAGO
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COUNCIL MEETING OF 12/15/2004
THIRD PARTY ORDERS

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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:


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 amount to be paid in full and final settlement on each claim on the date and location by type
of claim, with said amount to be charged to the activity and account specified as follows:

**Damage To Property.**

**Department Of Police:**  
**Account Number 100-99-2005-0934-0934.**

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delia Lopez</td>
<td>2/17/04</td>
<td>$810.00</td>
</tr>
<tr>
<td>4329 West Crystal Street</td>
<td>4329 West Crystal</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60651</td>
<td>Street</td>
<td></td>
</tr>
</tbody>
</table>

**Damage To Vehicle.**

**Department Of Police:**  
**Account Number 100-99-2005-0934-0934.**

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julio Baltazar</td>
<td>10/31/03</td>
<td>$680.00</td>
</tr>
<tr>
<td>7113 North Western Avenue</td>
<td>7109 North Western</td>
<td></td>
</tr>
<tr>
<td>Unit 3E</td>
<td>Avenue (alley)</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60645</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rosa A. Collocuazo</td>
<td>2/1/04</td>
<td>1,088.00</td>
</tr>
<tr>
<td>4859 North Sawyer Avenue</td>
<td>4920 North Troy</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60625</td>
<td>Street</td>
<td></td>
</tr>
<tr>
<td>Salvador Guerrero</td>
<td>3/30/04</td>
<td>695.00</td>
</tr>
<tr>
<td>1836 West 21st Place</td>
<td>7100 South Lawndale</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60608</td>
<td>Avenue</td>
<td></td>
</tr>
</tbody>
</table>

* To City of Chicago, Bureau of Parking
<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charlotte Johnson</td>
<td>2/19/04</td>
<td>$571.00</td>
</tr>
<tr>
<td>1448 North Washtenaw Avenue Chicago, Illinois 60627</td>
<td>2658 West Le Moyne Street</td>
<td>60.00*</td>
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<tr>
<td>Johnny Lee Lockett</td>
<td>3/6/04</td>
<td>433.00</td>
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<tr>
<td>8356 South Burnham Avenue Chicago, Illinois 60617</td>
<td>8310 South Marquette Avenue</td>
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<tr>
<td>Bryant McDermott</td>
<td>4/5/04</td>
<td>1,419.00</td>
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<tr>
<td>3556 West 115th Place Chicago, Illinois 60655</td>
<td>2536 West 102nd Place</td>
<td></td>
</tr>
<tr>
<td>Abolfazl Mohammadian and American Express Property</td>
<td>2/17/04</td>
<td>850.00</td>
</tr>
<tr>
<td>3500 Packerland Drive De Pere, Wisconsin 54115</td>
<td>610 South Halsted Street</td>
<td></td>
</tr>
<tr>
<td>Sheldon Nesbit</td>
<td>5/26/03</td>
<td>1,207.00</td>
</tr>
<tr>
<td>9321 South Justine Street Chicago, Illinois 60620</td>
<td>3728 West 13th Street</td>
<td>270.00*</td>
</tr>
<tr>
<td>Kenyatta Pollard</td>
<td>11/17/03</td>
<td>1,081.00</td>
</tr>
<tr>
<td>4038 West 21st Street Chicago, Illinois 60623</td>
<td>1823 South Keeler Avenue</td>
<td></td>
</tr>
</tbody>
</table>

**Damage To Property.**

*To City of Chicago, Bureau of Parking*
**Damage To Property.**

*Department Of Streets And Sanitation/Bureau Of Streets:*
*Account Number 300-99-2005-0934-0934.*

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Clarence Longley</td>
<td>5/30/04</td>
<td>$820.00</td>
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<tr>
<td>7300 South Yale Avenue</td>
<td>7300 South Yale Avenue</td>
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</tr>
<tr>
<td>Chicago, Illinois 60623</td>
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<td></td>
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**Damage To Vehicle.**

*Department Of Streets And Sanitation/Bureau Of Streets:*
*Account Number 300-99-2005-0934-0934.*

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lillian Ciardullo-Torres and State Farm</td>
<td>7/21/04</td>
<td>$595.00</td>
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<tr>
<td>P.O. Box 2311</td>
<td>3400 West Cermak Road</td>
<td>170.00*</td>
</tr>
<tr>
<td>2702 Ireland Grove Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bloomington, Illinois 61702</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sharon Anita Franklin and GEICO One GEICO Center</td>
<td>1/27/04</td>
<td>490.00</td>
</tr>
<tr>
<td>Macon, Georgia 31295</td>
<td>7200 South State Street</td>
<td>560.00*</td>
</tr>
<tr>
<td>Thelma Gould</td>
<td>5/14/04</td>
<td>118.00</td>
</tr>
<tr>
<td>9139 South Harper</td>
<td>9500 South Cottage Grove Avenue</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60619</td>
<td></td>
<td></td>
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* To City of Chicago, Bureau of Parking
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lou Guehro</td>
<td>1101 South Harlem Avenue</td>
<td>3/17/04</td>
<td>1200 South Michigan Avenue</td>
<td>$190.00</td>
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<tr>
<td>Patricia Harmon</td>
<td>14621 Greenwood Road Unit 303</td>
<td>6/30/04</td>
<td>803 East 95th Street</td>
<td>95.00</td>
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<tr>
<td>Owen Leslie Harris</td>
<td>9018 North Kenneth Avenue</td>
<td>3/19/04</td>
<td>300 East Jackson Boulevard</td>
<td>77.00</td>
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<tr>
<td>Sarah Marie Karela</td>
<td>832 Home Avenue Oak Park, Ill.</td>
<td>3/29/04</td>
<td>Payne &amp; Rainey</td>
<td>435.00</td>
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<tr>
<td>Darrick Malone</td>
<td>1455 North Maplewood Avenue</td>
<td>6/4/04</td>
<td>West Ogden Avenue and South Western Avenue</td>
<td>82.00</td>
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<tr>
<td>Mattie Marshall</td>
<td>8150 South Tripp Avenue</td>
<td>1/24/04</td>
<td>3700 West 79th Street</td>
<td>257.00</td>
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<tr>
<td>Catherine Matthews</td>
<td>19 Forest Boulevard Park Forest, Ill.</td>
<td>6/6/04</td>
<td>1508 West 115th Street</td>
<td>47.00</td>
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<tr>
<td>Lynette McCullough</td>
<td>7255 South Christiana Avenue</td>
<td>2/3/04</td>
<td>6202 South Pulaski Road</td>
<td>122.00</td>
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</tbody>
</table>

* To City of Chicago, Bureau of Parking
<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Mitchell</td>
<td>3/8/04</td>
<td>$111.00</td>
</tr>
<tr>
<td>6932 South Kimbark Avenue</td>
<td>6427 South Dr. Martin</td>
<td></td>
</tr>
<tr>
<td>Avenue</td>
<td>Luther King, Jr. Drive</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60637</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vincent Palmeri</td>
<td>5/18/04</td>
<td>94.00</td>
</tr>
<tr>
<td>2716 West 85th Street</td>
<td>West Devon Avenue and</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60652</td>
<td>North Broadway</td>
<td></td>
</tr>
<tr>
<td>Elizabeth Quinlan</td>
<td>6/1/04</td>
<td>545.00</td>
</tr>
<tr>
<td>1226 West Jarvis Avenue</td>
<td>1212 South Michigan</td>
<td></td>
</tr>
<tr>
<td>Avenue</td>
<td>Avenue</td>
<td></td>
</tr>
<tr>
<td>Unit 2W</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60626</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arlene C. Rubin</td>
<td>3/12/04</td>
<td>100.00</td>
</tr>
<tr>
<td>1362 East 49th Street</td>
<td>5200 South Lake Park</td>
<td></td>
</tr>
<tr>
<td>Avenue</td>
<td>Avenue</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60615</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robin Goodman Simkins</td>
<td>5/9/04</td>
<td>89.00</td>
</tr>
<tr>
<td>2920 North Janssen Avenue</td>
<td>West Webster Avenue and</td>
<td></td>
</tr>
<tr>
<td>Avenue</td>
<td>North Ashland Avenue</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60614</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beverly Watson and Wilbur &amp; Associates, P.C.</td>
<td>8/24/01</td>
<td>300.00</td>
</tr>
<tr>
<td>P.O. Box 2159</td>
<td>7216 South Stony Island</td>
<td></td>
</tr>
<tr>
<td>816 Eldorado Road</td>
<td>Avenue</td>
<td></td>
</tr>
<tr>
<td>Suite L</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bloomington, Illinois 61702</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donyal Williams</td>
<td>5/23/04</td>
<td>183.00</td>
</tr>
<tr>
<td>11303 South Racine Avenue</td>
<td>7600 South State Street</td>
<td></td>
</tr>
<tr>
<td>Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60643</td>
<td></td>
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</tbody>
</table>

* To City of Chicago, Bureau of Parking
<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elzbieta Wypasek</td>
<td>5/6/04</td>
<td>$407.00</td>
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<tr>
<td>5337 West Berenice Avenue</td>
<td>2500 West Webster Avenue</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60641</td>
<td></td>
<td></td>
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</tbody>
</table>

*Damage To Property.*

*Department Of Transportation/Bureau Of Traffic:*
*Account Number 300-99-2005-0934-0934.*

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Filipiak</td>
<td>10/1/03</td>
<td>$325.00</td>
</tr>
<tr>
<td>10256 South Maplewood Avenue</td>
<td>10256 South Maplewood Avenue</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60655</td>
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<td></td>
</tr>
</tbody>
</table>

*Damage To Vehicle.*

*Department Of Transportation/Bureau Of Traffic:*
*Account Number 300-99-2005-0934-0934.*

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Alan Warren</td>
<td>4/10/04</td>
<td>$722.00</td>
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<tr>
<td>7816 South Ridgeland Avenue</td>
<td>883 East 59th Street</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60649</td>
<td></td>
<td></td>
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</tbody>
</table>
**Damage To Vehicle.**

*Department Of Water/Bureau Of Water Distribution:*


<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peggy Angeline Fioretto</td>
<td>7/22/03 6720 North Central Avenue</td>
<td>$747.00</td>
</tr>
<tr>
<td>5935 North Manton Avenue Chicago, Illinois 60646</td>
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</table>

**Damage To Vehicle.**

*Department Of Streets And Sanitation/Bureau Of Equipment:*

Account Number 300-99-2005-0934-0934.

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leanne Faine</td>
<td>2/5/04 During towing</td>
<td>$375.00</td>
</tr>
<tr>
<td>8147 South Kedzie Avenue Chicago, Illinois 60652</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Achilles Kapsalis</td>
<td>2/19/04 During towing</td>
<td>716.00</td>
</tr>
<tr>
<td>5130 Main Street Skokie, Illinois 60077</td>
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</tbody>
</table>
**Damage To Property.**  

*Department Of Streets And Sanitation/Bureau Of Forestry:  
Account Number 100-99-2005-0934-0934.*

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie Wojtulewizz</td>
<td>9/4/03 6500 South Komensky Avenue $125.00</td>
<td></td>
</tr>
<tr>
<td>6500 South Komensky</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avenue</td>
<td>6500 South Komensky</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60629</td>
<td>Avenue</td>
<td></td>
</tr>
</tbody>
</table>

**Damage To Property.**  

*Department Of Streets And Sanitation/Bureau Of Sanitation:  
Account Number 300-99-2005-0934-0934.*

<table>
<thead>
<tr>
<th>Name And Address</th>
<th>Date And Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delores Bates</td>
<td>3/4/04 2105 North Stave Street $625.00</td>
<td></td>
</tr>
<tr>
<td>2105 North Stave</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td>2105 North Stave Street</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60647</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joan D. Wess</td>
<td>8/18/03 9526 South Bensley Avenue $847.00</td>
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</tr>
<tr>
<td>9526 South Bensley</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avenue</td>
<td>9526 South Bensley</td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60617</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AUTHORIZATION FOR PAYMENT OF SUNDARY CLAIMS FOR CONDOMINIUM REFUSE REBATES.**

The Committee on Finance submitted the following report:

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:


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 100-99-2005-0939-0939:

[List of claimants printed on pages 39912 through 39913 of this Journal.]
<table>
<thead>
<tr>
<th>CONDOMINIUM/COOPERATIVE NAME</th>
<th>NO. OF ELIGIBLE UNITS</th>
<th>TYPE</th>
<th>AMOUNT OF HOMESTEAD</th>
<th>SPONSOR</th>
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<tbody>
<tr>
<td>ADDISON MANOR CONDOMINIUM ASSN</td>
<td>21</td>
<td>SEMI-ANNUAL 2001</td>
<td>707.50</td>
<td>WILLIAM J. BANKS</td>
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<tr>
<td>ADDISON POINT CONDO ASSN.</td>
<td>34</td>
<td>SEMI-ANNUAL 2001</td>
<td>1,275.00</td>
<td>PATRICK J. LEVAR</td>
</tr>
<tr>
<td>ALBANY CONDOMINIUM ASSN.</td>
<td>6</td>
<td>SEMI-ANNUAL 2001</td>
<td>225.00</td>
<td>BERNARD L. STONE</td>
</tr>
<tr>
<td>BEL-OAKS EAST CONDO ASSN. INC.</td>
<td>8</td>
<td>SEMI-ANNUAL 2001</td>
<td>1,462.50</td>
<td>BERNARD L. STONE</td>
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<tr>
<td>BIRCH TREE MANOR #2 CONDO</td>
<td>18</td>
<td>SEMI-ANNUAL 2001</td>
<td>675.00</td>
<td>BRIAN G. DOHERTY</td>
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<tr>
<td>BRETON COURT BIPLEX OWNERS</td>
<td>32</td>
<td>SEMI-ANNUAL 2001</td>
<td>1,200.00</td>
<td>MARGARET LAURINO</td>
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<tr>
<td>BUFNA PLACE CONDO. ASSOC.</td>
<td>9</td>
<td>SEMI-ANNUAL 2001</td>
<td>300.00</td>
<td>HELEN SHILLER</td>
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<tr>
<td>CARL BANDBURG VILLAGE CONDO.7</td>
<td>416</td>
<td>SEMI-ANNUAL 2001</td>
<td>20,060.00</td>
<td>BURTON F. NATARUS</td>
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<tr>
<td>COURTYARD CONDOMINIUM ASSN.</td>
<td>18</td>
<td>SEMI-ANNUAL 2001</td>
<td>469.90</td>
<td>FRANK OLIVO</td>
</tr>
<tr>
<td>DEVON PLACE CONDOMINIUM</td>
<td>27</td>
<td>SEMI-ANNUAL 2001</td>
<td>1,012.50</td>
<td>BRIAN G. DOHERTY</td>
</tr>
<tr>
<td>EDGECOOD MANOR IV</td>
<td>6</td>
<td>SEMI-ANNUAL 2001</td>
<td>225.00</td>
<td>BRIAN G. DOHERTY</td>
</tr>
<tr>
<td>EDISON VILLAGE CONDO ASSOC.</td>
<td>8</td>
<td>SEMI-ANNUAL 2001</td>
<td>300.00</td>
<td>BRIAN G. DOHERTY</td>
</tr>
<tr>
<td>EDWARDS STREET CONDO ASSOC.</td>
<td>8</td>
<td>SEMI-ANNUAL 2001</td>
<td>300.00</td>
<td>BRIAN G. DOHERTY</td>
</tr>
<tr>
<td>FOUNTAINAIRE CONDOMINIUM</td>
<td>27</td>
<td>SEMI-ANNUAL 2001</td>
<td>1,007.50</td>
<td>TONY P. PRECMIKELLE</td>
</tr>
<tr>
<td>GLENWOOD HOMES CONDO ASSOC.</td>
<td>4</td>
<td>SEMI-ANNUAL 2001</td>
<td>225.00</td>
<td>PATRICK F. O'CONNOR</td>
</tr>
<tr>
<td>HAMPDEN TOWER CONDO ASSOC.</td>
<td>135</td>
<td>SEMI-ANNUAL 2001</td>
<td>5,082.50</td>
<td>VI DAILY</td>
</tr>
<tr>
<td>IMPERIAL TOWERS CONDO ASSOC.</td>
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Do Not Pass -- SUNDARY CLAIMS
FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:


To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on March 10, 2004 and on subsequent dates, sundry claims as follows:

Alexander, Patricia
Barnett, Stuart
Barney, Rai-Hauna Nicole
Dulko, Francas
Haag, Brian
Mitchell, Steve
Munoz, Fredy
Rodriguez, Juan
Sykes, Christine
Walker, Tamika
Watson, Rick and Marilyn,

having had 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:


*Nays* -- None.

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

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**COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.**

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AMENDMENT OF TITLE 1 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 21 CONCERNING PENALTIES FOR SUBMISSION OF FALSE STATEMENTS OR DOCUMENTS INVOLVING CITY-RELATED BUSINESS.

The Committee on the Budget and Government Operations submitted the following report:
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 new Chapter 1-21 of the Municipal Code regarding false claims and statements, and having been presented with a proposed substitute ordinance by the Department of Law, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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


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 1 of the Municipal Code of Chicago is hereby amended by inserting a new Chapter 1-21, as follows:

Chapter 1-21.

False Statements.

1-21-010 False Statements.

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500 and not more than $1,000, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code.

1-21-020 Aiding And Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation.

1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.
AMENDMENT OF TITLE 1 OF MUNICIPAL CODE OF CHICAGO
BY ADDITION OF NEW CHAPTER 22 CONCERNING QUI TAM PROVISIONS FOR PUBLIC DISCLOSURE OF FRAUDULENT CLAIMS, AGREEMENTS OR TRANSACTIONS RESULTING IN AWARD OF CITY FUNDS.

The Committee on the Budget and Government Operations submitted the following report:


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 new Chapter 1-22 of the Municipal Code regarding qui tam provisions, and having been presented with a proposed substitute ordinance by the Department of Law, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

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 1 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 1-22, as follows:

Chapter 1-22.

False Claims.

1-22-010 Definitions.

As used in this chapter:

“Claim” includes any request or demand, whether under a contract or otherwise, for money or property which is made by a city contractor, grantee, or other recipient if the city is the source of any portion of the money or property which is requested or demanded, or if the city will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

“Contract” means any agreement or transaction pursuant to which a person (i) receives or may be entitled to receive city funds or other property, including grant funds, in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, (ii) purchases the city’s real or personal property or is granted the right to use it by virtue of a lease, license or otherwise, or (iii) collects monies (other than taxes) on behalf of the city.

“City contractor” means a person who enters into a contract or who has taken any action to obtain a contract, or any owner, officer, director, employee or agent of such a person, or any subcontractor, or any person acting in concert or conspiring with such person, but shall not include any person who is a city official or employee or was a city official or employee at the time of the alleged conduct.
“Investigation” means any inquiry conducted by any investigator for the purpose of ascertaining whether any person is or has been engaged in any violation of this chapter.

“Knowing” and “knowingly” mean that a person, with respect to information:

1. has actual knowledge of the information;
2. acts in deliberate ignorance of the truth or falsity of the information; or
3. acts in reckless disregard of the truth or falsity of the information, regardless of whether there is specific proof of intent to defraud.

1-22-020 False Claims.

Any person who:

1. knowingly presents, or causes to be presented, to an official or employee of the city a false or fraudulent claim for payment or approval;
2. knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the city;
3. conspires to defraud the city by getting a false or fraudulent claim allowed or paid;
4. has possession, custody, or control of property or money used, or to be used, by the city and, intending to defraud the city or to conceal the property, delivers, or causes to be delivered, less property than the amount for which the person receives a certificate or receipt;
5. authorized to make or deliver a document certifying receipt of property used, or to be used, by the city and, intending to defraud the city, makes or delivers the receipt without complete knowledge that the information on the receipt is true;
6. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the city who lawfully may not sell or pledge the property; or
7. knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the city, is liable to the city for a civil penalty of not less than
$5,000 and not more than $10,000, plus three times the amount of damages which the city sustains because of the act of that person. A person violating this section shall also be liable to the city for the attorneys' fees and costs of a civil action brought to recover any such penalty or damages.

1-22-030 Civil Actions For False Claims.

(a) The corporation counsel may bring a civil action under this section against any person who has violated or is violating Section 1-22-020.

(b) Actions By Private Persons.

(1) A person may bring a civil action against a city contractor for a violation of Section 1-22-020 for the person and for the city. The action shall be brought in the name of the city. The action may be dismissed only if the court and the corporation counsel give written consent to the dismissal and their reasons for consenting.

(2) A copy of the complaint and written disclosure of substantially all material evidence and information the person possesses shall be served on the city. In all such actions, service upon the city shall be made by leaving a copy with the city clerk. The complaint shall be filed in camera, shall remain under seal for at least 60 days, and shall not be served on the defendant until the court so orders. The city may elect to intervene and proceed with the action within 60 days after it receives both the complaint and the material evidence and information.

(3) The city may, for good cause shown, move the court for extensions of the time during which the complaint remains under seal under paragraph (2). Any such motions may be supported by affidavits or other submissions in camera. The defendant shall not be required to respond to any complaint filed under this section until 20 days after the complaint is unsealed and served upon the defendant.

(4) Before the expiration of the 60-day period or any extensions obtained under paragraph (3), the city shall:

(A) proceed with the action, in which case the action shall be conducted by the city; or

(B) notify the court that it declines to take over the action, in which case the person bringing the action shall have the right to conduct the action.
(5) When a person brings an action under this subsection (b), no person other than the city may intervene or bring a related action based on the facts underlying the pending action.

(c) Rights Of The Parties To Qui Tam Actions.

(1) If the city proceeds with the action, it shall have the primary responsibility for prosecuting the action, and shall not be bound by an act of the person bringing the action. Such person shall have the right to continue as a party to the action, subject to the limitations set forth in paragraph (2).

(2) (A) The city may dismiss the action notwithstanding the objections of the person initiating the action if the person has been notified by the city of the filing of the motion to dismiss and the court has provided the person with an opportunity for a hearing on the motion.

(B) The city may settle the action with the defendant notwithstanding the objections of the person initiating the action if the court determines, after a hearing, that the proposed settlement is fair, adequate, and reasonable under all the circumstances. Upon a showing of good cause, such hearing may be held in camera.

(C) Upon a showing by the city that unrestricted participation during the course of the litigation by the person initiating the action would interfere with or unduly delay the city's prosecution of the case, or would be repetitious, irrelevant, or for purposes of harassment, the court may, in its discretion, impose limitations on the person's participation, such as:

(i) limiting the number of witnesses the person may call;

(ii) limiting the length of the testimony of such witnesses;

(iii) limiting the person's cross-examination of the witnesses; or

(iv) otherwise limiting the participation by the person in the litigation.

(D) Upon a showing by the defendant that unrestricted participation during the course of the litigation by the person initiating the action would be for purposes of harassment or would cause the defendant undue burden or unnecessary expense, the court may limit the participation by the person in the litigation.
(3) If the city elects not to proceed with the action, the person who initiated the action shall have the right to conduct the action. If the city so requests, it shall be served with copies of all pleadings filed in the action and shall be supplied with copies of all discovery and deposition transcripts at the city's expense. When a person proceeds with the action, the court, without limiting the status and rights of the person initiating the action, may nevertheless permit the city to intervene at a later date upon a showing of good cause.

(4) Whether or not the city proceeds with the action, upon a showing by the city that certain actions of discovery by the person initiating the action would interfere with the city's investigation or prosecution of a criminal or civil matter arising out of the same facts, the court may stay such discovery for a period of not more than 60 days. Such a showing shall be conducted in camera. The court may extend the 60-day period upon a further showing in camera that the city has pursued the criminal or civil investigation or proceedings with reasonable diligence and any proposed discovery in the civil action will interfere with the ongoing criminal or civil investigation or proceeding.

(5) Notwithstanding any other provision in subsection (b), the city may elect to pursue its claim through any alternate remedy available to the city, including an administrative proceeding in the Department of Administrative Hearings. If any such alternate remedy is pursued in another proceeding, the person initiating the action shall have the same rights in such proceeding as such person would have had if the action had continued under this section. Any finding of fact or conclusion of law made in such other proceeding that has become final shall be conclusive on all parties to an action under this section. For purposes of the preceding sentence, a finding or conclusion is final if it has been finally determined on appeal to the appropriate court, if all time for filing such an appeal with respect to the finding or conclusion has expired, or if the finding or conclusion is not subject to judicial review.

(d) Award To Qui Tam Plaintiff.

(1) If the city proceeds with an action brought by a person under this section, such person shall, subject to the second sentence of this paragraph, receive at least 15% but not more than 25% of the proceeds of the action or settlement of the claim, depending upon the extent to which the person substantially contributed to the prosecution of the action. Where the action is one which the court finds to be based primarily on disclosures of specific information (other than information provided by the person bringing the action) relating to allegations or transactions in a criminal, civil, or administrative hearing, in a legislative, administrative, or Inspector General's report, hearing, audit, or investigation, or from the news media, the court may award such
sums as it considers appropriate, but in no case more than 10% of the proceeds, taking into account the significance of the information and the role of the person bringing the action in advancing the case to litigation.

(2) If the city does not proceed with an action under this section and the action is successfully brought or the claim is settled by another person, that person shall, subject to the exception set forth in this paragraph, receive an amount which the court decides is reasonable for collecting the civil penalty and damages. The amount shall be not less than 25% and not more than 30% of the proceeds of the action or settlement and shall be paid out of such proceeds.

(3) Any person entitled to an award under paragraphs (1) and (2) of this subsection (d) shall also receive an amount for reasonable expenses which the court finds to have been necessarily incurred, plus reasonable attorneys’ fees and costs. The city shall also receive an amount for reasonable expenses which the court finds to have been necessarily incurred by the corporation counsel, including reasonable attorney’s fees and costs. All such expenses, fees and costs awarded pursuant to this subsection (d) shall be awarded against the defendant.

(4) Whether or not the city proceeds with the action, if the court finds that the action was brought by a person who planned, initiated or participated in the violation of Section 1-22-020 upon which the action was brought, then the court may, to the extent the court considers appropriate, reduce the share of the proceeds of the action which the person would otherwise receive under paragraph (1) or (2) of this subsection, taking into account the role of that person in advancing the case to litigation and any relevant circumstances pertaining to the violation. If the person bringing the action is convicted of criminal conduct arising from his or her role in the violation of Section 1-22-020, that person shall be dismissed from the civil action and shall not receive any share of the proceeds of the action. Such dismissal shall not prejudice the right of the city to continue the action.

(5) If the city does not proceed with the action and the person bringing the action conducts the action, the court may award to the defendant its reasonable attorneys’ fees and expenses if the defendant prevails in the action and the court finds that the claim of the person bringing the action was clearly frivolous, clearly vexatious, or brought primarily for purposes of harassment.

(e) In no event may a person bring an action under subsection (b) which is based upon allegations or transactions which are the subject of a civil suit or an administrative proceeding in which the city is already a party.
(f) No court shall have jurisdiction over an action under this section based upon the public disclosure of allegations or transactions in a criminal, civil, or administrative hearing, in a legislative, administrative, or Inspector General's report, hearing, audit, or investigation, or from the news media, unless the action is brought by the corporation counsel or the person bringing the action is an original source of the information. For purposes of this subsection (f), "original source" means an individual who has direct and independent knowledge of the information on which the allegations are based and has voluntarily provided the information to the city before filing an action under this section which is based on the information.

(g) The city is not liable for expenses, including attorney's fees, which a person incurs in bringing an action under this section.

1-22-040 False Claims Procedure.

(a) A subpoena requiring the attendance of a witness at a trial or hearing conducted under Section 1-22-030 may be served at any place in the state.

(b) A civil action under Section 1-22-030 may not be brought:

(1) more than 6 years after the date on which the violation of Section 1-22-020 is committed; or

(2) more than 3 years after the date when facts material to the right of action are known or reasonably should have been known by the official of the city charged with responsibility to act in the circumstances, but in no event more than 10 years after the date on which the violation is committed, whichever occurs last.

(c) In any action brought under Section 1-22-030, the city shall be required to prove all essential elements of the cause of action, including damages, by a preponderance of the evidence.

(d) Notwithstanding any other provision of law, a final judgement rendered in favor of the city in any criminal proceeding charging fraud or false statements, whether upon a verdict after trial or upon a plea of guilty, shall stop the defendant from denying the essential elements of the offense in any action which involves the same transaction as in the criminal proceeding and which is brought under subsection (a) or (b) of Section 1-22-030.
1-22-050 Subpoenas.

(a) In general.

(1) Issuance And Service. Whenever the corporation counsel has reason to believe that any person may be in possession, custody, or control of any documentary material or information relevant to an investigation, the corporation counsel may, before commencing a civil proceeding under this chapter, issue in writing and cause to be served upon such person, a subpoena requiring such person:

(A) to produce such documentary material for inspection and copying,

(B) to answer, in writing, written interrogatories with respect to such documentary material or information,

(C) to give oral testimony concerning such documentary material or information, or

(D) to furnish any combination of such material, answers, or testimony. Whenever a subpoena is an express demand for any product of discovery, the corporation counsel shall cause to be served, in any manner authorized by this section, a copy of such demand upon the person from whom the discovery was obtained and shall notify the person to whom such demand is issued of the date on which such copy was served.

(2) Contents And Deadlines. Each subpoena issued under paragraph (1):

(A) Shall state the nature of the conduct constituting an alleged violation that is under investigation and the applicable provision of law alleged to be violated.

(B) Shall identify the individual causing the subpoena to be served and to whom communications regarding the subpoena should be directed.

(C) Shall state the date, place, and time at which the person is required to appear, produce written answers to interrogatories, produce documentary material or give oral testimony. The date shall not be less than 10 days from the date of service of the subpoena. Compliance with the subpoena shall be at the office of the corporation counsel.

(D) If the subpoena is for documentary material or interrogatories, shall describe the documents or information requested with specificity.
(E) Shall notify the person of the right to be assisted by counsel.

(F) Shall advise that the person has 20 days from the date of service or up until the return date specified in the demand, whichever date is earlier, to move, modify, or set aside the subpoena pursuant to subparagraph (j)(2)(A) of this section.

(b) Protected Material Or Information.

(1) In General. A subpoena issued under subsection (a) may not require the production of any documentary material, the submission of any answers to written interrogatories, or the giving of any oral testimony if such material, answers, or testimony would be protected from disclosure under:

(A) the standards applicable to subpoenas or subpoenas duces tecum issued by a court of this state to aid in a grand jury investigation; or

(B) the standards applicable to discovery requests under the code of civil procedure, to the extent that the application of such standards to any such subpoena is appropriate and consistent with the provisions and purposes of this section.

(2) Effect On Other Orders, Rules And Laws. Any such subpoena which is an express demand for any product of discovery supersedes any inconsistent order, rule, or provision of law (other than this section) preventing or restraining disclosure of such product of discovery to any person. Disclosure of any product of discovery pursuant to any such subpoena does not constitute a waiver of any right or privilege which the person making such disclosure may be entitled to invoke to resist discovery of trial preparation materials.

(c) Service In General.

Any subpoena issued under subsection (a) may be served by any person so authorized by the corporation counsel or by any person authorized to serve process on individuals within Illinois, through any method prescribed in the code of civil procedure or as otherwise set forth in this chapter.

(d) Service Upon Legal Entities And Natural Persons.

(1) Legal Entities. Service of any subpoena issued under subsection (a) or of
any petition filed under subsection (j) may be made upon a partnership, corporation, association, or other legal entity by:

(A) delivering an executed copy of such subpoena or petition to any partner, executive officer, managing agent, general agent, or registered agent of the partnership, corporation, association or entity;

(B) delivering an executed copy of such subpoena or petition to the principal office or place of business of the partnership, corporation, association, or entity; or

(C) depositing an executed copy of such subpoena or petition in the United States mails by registered or certified mail, with a return receipt requested, addressed to such partnership, corporation, association, or entity as its principal office or place of business.

(2) Natural Person. Service of any such subpoena or petition may be made upon any natural person by:

(A) delivering an executed copy of such subpoena or petition to the person; or

(B) depositing an executed copy of such subpoena or petition in the United States mail by registered or certified mail, with a return receipt requested, addressed to the person at the person's residence or principal office or place of business.

(e) Proof Of Service.

A verified return by the individual serving any subpoena issued under subsection (a) or any petition filed under subsection (j) setting forth the manner of such service shall be proof of such service. In the case of service by registered or certified mail, such return shall be accompanied by the return post office receipt of delivery of such subpoena.

(f) Documentary Material.

(1) Sworn Certificates. The production of documentary material in response to a subpoena served under this section shall be made under a sworn certificate, in such form as the subpoena designates, by:
(A) in the case of a natural person, the person to whom the subpoena is directed, or

(B) in the case of a person other than a natural person, a person having knowledge of the facts and circumstances relating to such production and authorized to act on behalf of such person.

The certificate shall state that all of the documentary material required by the demand and in the possession, custody, or control of the person to whom the subpoena is directed has been produced and made available to the corporation counsel.

(2) Production Of Materials. Any person upon whom any subpoena for the production of documentary material has been served under this section shall make such material available for inspection and copying to the corporation counsel at the place designated in the subpoena, or at such other place as the corporation counsel and the person thereafter may agree and prescribe in writing, or as the court may direct under subsection (j)(1). Such material shall be made so available on the return date specified in such subpoena, or on such later date as the corporation counsel may prescribe in writing. Such person may, upon written agreement between the person and the corporation counsel, substitute copies for originals of all or any part of such material.

(g) Interrogatories. Each interrogatory in a subpoena served under this section shall be answered separately and fully in writing under oath and shall be submitted under a sworn certificate, in such form as the subpoena designates by:

(1) in the case of a natural person, the person to whom the subpoena is directed, or

(2) in the case of a person other than a natural person, the person or persons responsible for answering each interrogatory.

If any interrogatory is objected to, the reasons for the objection shall be stated in the certificate instead of an answer. The certificate shall state that all information required by the subpoena and in the possession, custody, control, or knowledge of the person to whom the demand is directed has been submitted. To the extent that any information is not furnished, the information shall be identified and reasons set forth with particularity regarding the reasons why the information was not furnished.
(h) Oral Examinations.

(1) Procedures. The examination of any person pursuant to a subpoena for oral testimony served under this section shall be taken before an officer authorized to administer oaths and affirmations by the laws of this state or of the place where the examination is held. The officer before whom the testimony is to be taken shall put the witness on oath or affirmation and shall, personally or by someone acting under the direction of the officer and in the officer's presence, record the testimony of the witness. The testimony shall be taken stenographically and shall be transcribed. When the testimony is fully transcribed, the officer before whom the testimony is taken shall promptly transmit a certified copy of the transcript of the testimony in accordance with the instructions of the corporation counsel. This subsection shall not preclude the taking of testimony by any means authorized by, and in a manner consistent with, the code of civil procedure.

(2) Persons Present. The investigator conducting the examination shall exclude from the place where the examination is held all persons except the person giving the testimony, the attorney for and any other representative of the person giving the testimony, the attorney for the city, any person who may be agreed upon by the attorney for the city and the person giving the testimony, the officer before whom the testimony is to be taken, and any stenographer taking such testimony.

(3) Where Testimony Taken. The oral testimony of any person taken pursuant to a subpoena served under this section shall be taken in the county within which such person resides, is found, or transacts business, or in such other place as may be agreed upon by the corporation counsel and such person.

(4) Transcript Of Testimony. When the testimony is fully transcribed, the corporation counsel or the officer before whom the testimony is taken shall afford the witness, who may be accompanied by counsel, a reasonable opportunity to review and correct the transcript, in accordance with the rules applicable to deposition witnesses in civil cases. Upon payment of reasonable charges, the corporation counsel shall furnish a copy of the transcript to the witness, except that the corporation counsel may, for good cause, limit the witness to inspection of the official transcript of the witness' testimony.

(5) Conduct Of Oral Testimony.

(A) Any person compelled to appear for oral testimony under a subpoena issued under subsection (a) may be accompanied, represented, and advised by counsel, who may raise objections based on matters of privilege in accordance with the rules applicable to depositions in civil cases. If such person refuses
to answer any question, a petition may be filed in circuit court under subsection (j)(1) for an order compelling such person to answer such question.

(B) If such person refuses any question on the grounds of the privilege against self-incrimination, the testimony of such person may be compelled in accordance with Article 106 of the code of criminal procedure of 1963.

(6) Witness Fees And Allowances. Any person appearing for oral testimony under a subpoena issued under subsection (a) shall be entitled to the same fees and allowances which are paid to witnesses in the circuit court.

(i) Custodians Of Documents, Answers, And Transcripts.

(1) Designation. The corporation counsel shall serve as custodian of documentary material, answers to interrogatories, and transcripts of oral testimony received under this section.

(2) Except as otherwise provided in this section, no documentary material, answers to interrogatories, or transcripts of oral testimony, or copies thereof, while in the possession of the custodian, shall be available for examination by any individual, except as determined necessary by the corporation counsel and subject to the conditions imposed by him or her for effective enforcement of the laws of this city, or as otherwise provided by court order.

(3) Conditions For Return Of Material. If any documentary material has been produced by any person in the course of any investigation pursuant to a subpoena under this section and:

(A) any case or proceeding before the court or grand jury arising out of such investigation, or any proceeding before any city agency involving such material, has been completed, or

(B) no case or proceeding in which such material may be used has been commenced within a reasonable time after completion of the examination and analysis of all documentary material and other information assembled in the course of such investigation, the custodian shall, upon written request of the person who produced such material, return to such person any such material which has not passed into the control of any court, grand jury, or agency through introduction into the record of such case or proceeding.
(i) Judicial Proceedings.

(1) Petition For Enforcement. Whenever any person fails to comply with any subpoena issued under subsection (a), or whenever satisfactory copying or reproduction of any material requested in such demand cannot be done and such person refuses to surrender such material, the corporation counsel may file, in the circuit court of any county in which such person resides, is found, or transacts business, or the circuit court of the county in which an action filed pursuant to Section 1-22-030 is pending if the action relates to the subject matter of the subpoena and serve upon such person a petition for an order of such court for the enforcement of the subpoena.

(2) Petition To Modify Or Set Aside Subpoena.

(A) Any person who has received a subpoena issued under subsection (a) may file, in the circuit court of any county within which such person resides, is found, or transacts business, and serve upon the corporation counsel a petition for an order of the court to modify or set aside such subpoena. In the case of a petition addressed to an express demand for any product of discovery, a petition to modify or set aside such demand may be brought only in the circuit court of the county in which the proceeding in which such discovery was obtained is or was last pending. Any petition under this subparagraph (A) must be filed:

   (i) within 20 days after the date of service of the subpoena, or at any time before the return date specified in the subpoena, whichever date is earlier, or

   (ii) within such longer period as may be prescribed in writing by the corporation counsel.

(B) The petition shall specify each ground upon which the petitioner relies in seeking relief under subparagraph (A), and may be based upon any failure of the subpoena to comply with the provisions of this section or upon any constitutional or other legal right or privilege of such person. During the pendency of the petition in the court, the court may stay, as it deems proper, the running of the time allowed for compliance with the subpoena, in whole or in part, except that the person filing the petition shall comply with any portion of the subpoena not sought to be modified or set aside.

(3) Petition To Modify Or Set Aside Demand For Product Of Discovery. In the case of any subpoena issued under subsection (a) which is an express demand for any product of discovery, the person from whom such discovery was
obtained may file, in the circuit court of the county in which the proceeding in which such discovery was obtained is or was last pending, a petition for an order of such court to modify or set aside those portions of the subpoena requiring production of any such product of discovery, subject to the same terms, conditions, and limitations set forth in subparagraph (j)(2) of this section.

(4) Jurisdiction. Whenever any petition is filed in any circuit court under this subsection (j), such court shall have jurisdiction to hear and determine the matter so presented, and to enter such orders as may be required to carry out the provisions of this section. Any final order so entered shall be subject to appeal in the same manner as appeals of other final orders in civil matters. Any disobedience of any final order entered under this section by any court shall be punished as a contempt of the court.

(k) Disclosure Exemption. Any documentary material, answers to written interrogatories, or oral testimony provided under any subpoena issued under subsection (a) shall be exempt from disclosure under the Illinois Administrative Procedure Act.

1-22-060 Procedure.

The Illinois code of civil procedure shall apply to all proceedings under this chapter, except when that code is inconsistent with this chapter.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF TITLE 2, CHAPTER 92, SECTIONS 642 AND 644 OF MUNICIPAL CODE OF CHICAGO BY REQUIRING QUARTERLY REPORTS OF ALL EXECUTED CITY PURCHASE ORDERS AND EMERGENCY CONTRACTS TO BE FILED WITH COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

The Committee on the Budget and Government Operations submitted the following report:

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing amendments to Sections 2-92-642 and 2-92-644 of the Municipal Code of Chicago requiring quarterly reports to the City Council on all executed purchase orders and emergency contracts awarded, 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:


**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.** Sections 2-92-642 and 2-92-644 of the Municipal Code of Chicago are hereby amended by inserting the underscored language as follows:
2-92-642 Small Orders.

The dollar limit provided for under 65 ILCS 5/8-10-3, which establishes the amount at which bids may be solicited by mail, telephone or other means, is increased to One Hundred Thousand and no/100 Dollars ($100,000.00), and such other means may include, without limitation, solicitations through e-mail and facsimile. All purchase orders or contracts involving an amount equal to or less than One Hundred Thousand and no/100 Dollars ($100,000.00) shall be executed by the chief procurement officer and the comptroller.

A report of all purchase orders or contracts executed by the chief procurement officer and the comptroller pursuant to this section will be placed on file each quarter with the city council committee on the budget and government operations.

2-92-644 Emergency Procurements.

The dollar limit provided for under 65 ILCS 5/8-10-5 for emergency contracts awarded by the chief procurement officer to meet bona fide operating emergencies is increased to Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00).

A report of all emergency contracts awarded by the chief procurement officer pursuant to this section will be placed on file each quarter with the city council committee on the budget and government operations.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 2, CHAPTER 152 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 171 ENTITLED "WHISTLE BLOWER PROTECTION".

The Committee on the Budget and Government Operations submitted the following report:

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending Chapter 2-152 of the Municipal Code regarding whistle blower protection, and having been presented with a proposed substitute ordinance by the Department of Law, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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


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. Chapter 2-152 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-152-171, as follows:
2-152-171 Whistle Blower Protection.

(a) For the purposes of this section:

(1) "Public body" means (i) any office or department of the City; (ii) the federal government; (iii) any local law enforcement agency or prosecutorial office; (iv) any federal or State judiciary, grand or petit jury, or law enforcement agency; and (v) any officer, employee, department, agency, or other division of any of the foregoing.

(2) "Retaliatory action" means the reprimand, discharge, suspension, demotion, or denial of promotion or transfer of any employee that is taken in retaliation for an employee's involvement in protected activity as set forth in subsection (b) of this section.

(3) "City contractor" means a "city contractor" as defined in Section 1-22-020.

(b) No person shall take any retaliatory action against an employee because the employee does any of the following:

(1) Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, employee, or city contractor that the employee reasonably believes evidences: (i) an unlawful use of funds, unlawful use of authority, or other unlawful conduct that poses a substantial and specific danger to public health or safety by any officer, employee or city contractor; or (ii) any other violation of a law, rule, or regulation by any officer, employee, or city contractor; or

(2) Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any activity, policy, or practice described in subsection (b)(1).

(c) If any action is taken against an employee in violation of this section, the employee shall be entitled to injunctive relief, including:

(1) reinstatement of the employee to either the same position held before the retaliatory action or to an equivalent position;

(2) two times the amount of back pay; and
(3) reinstatement of full fringe benefits and seniority rights.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED ALLOCATION OF EMPOWERMENT ZONE/ENTERPRISE COMMUNITY GRANT FUNDS FOR CHICAGO URBAN LEAGUE, ONE-STOP SERVICE CENTER.

The Committee on the Budget and Government Operations submitted the following report:


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 with the Chicago Urban League 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:


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 pertaining to its government and 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
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 benefiting 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 the 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 of 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.G. Funds to further assist and benefit E.Z./E.G. 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. Projects set forth in detail in Section 2, hereinafter, to increase the amount of the E.Z./E.C. Funds which may be allocated to the Projects; and

WHEREAS, At its meeting on November 2, 2000, the Coordinating Council voted to award the total amount of Four Million and no/100 Dollars ($4,000,000.00) in E.Z./E.C. Funds for use for the Chicago Urban League, One-Stop Service Center, to be disbursed in intervals. The grantee has received Two Million and no/100 Dollars ($2,000,000.00) in E.Z./E.C. Funds leaving the remaining Two Million and no/100 Dollars ($2,000,000.00) to be disbursed; 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. The description of the Chicago Urban League, One-Stop Service Center, which appears in an ordinance passed by the City Council on February 7, 2001, and published in the Journal of the Proceedings of the City Council of the City of Chicago on page 51600 of that date shall be revised to increase the amount of E.Z./E.C. Funds by Two Million and no/100 Dollars ($2,000,000.00) from a previous award of Two Million and no/100 Dollars ($2,000,000.00) to Four Million and no/100 Dollars ($4,000,000.00)
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 Programs, 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 additional 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 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 EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO FOR TRANSFER OF ADMINISTRATION AND MANAGEMENT OF SKILLBUILDERS PROGRAMS TO MAYOR'S OFFICE OF WORKFORCE DEVELOPMENT.

The Committee on the Budget and Government Operations submitted the following report:


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 the Public Building Commission regarding the Skillbuilders Program, 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:

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 as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City created the Public Building Commission (the "Commission") on March 18, 1956, pursuant to the Public Building Commission Act of the State of Illinois for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services; and

WHEREAS, The City desires to promote and encourage the development of training and development programs that will increase employment opportunities in the City; and

WHEREAS, The Commission has instituted a program commonly known as Skillbuilders (the "Program") that provides training and other assistance designed to increase the number of Chicago residents in the building and construction trades, funded from liquidated damages collected by the Commission in connection with the construction of various public projects; and

WHEREAS, The Mayor's Office of Workforce Development ("M.O.W.D.") has extensive experience in the development and administration of programs and initiatives that assist Chicagoans in obtaining the training and skills necessary to overcome barriers to employment; and

WHEREAS, The Commission and the City have determined that it is in their best interests, and in the best interests of the residents of the City, for the Commission to transfer responsibility for the administration and management of the Program to M.O.W.D. and/or its designees as of January 1, 2005; now, therefore,

Be It Ordained by the City Council of the City of Chicago:
SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Commissioner or Managing Deputy Commissioner of M.O.W.D. ("Commissioner") or his or her delegate is authorized to enter into and execute an intergovernmental agreement ("Agreement") with the Commission to transfer responsibility for the administration and management of the Program to M.O.W.D. and/or its designees in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her delegate constituting conclusive evidence of such approval), and to enter into and 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 Agreement.

SECTION 3. The Commissioner or his or her delegate is authorized to enter into and execute an agreement for a term not to exceed three (3) years with Construction Careers Council (as may be renamed, by amendment to its documents of incorporation, Construction Careers Council of ACE Tech), an Illinois not-for-profit corporation, to perform the day-to-day operation and administration of the Program, in substantially the form previously used by the City for similar training programs, with appropriate revisions in text as the Commissioner shall determine are necessary or desirable.

SECTION 4. The amount of Four Hundred Thousand Dollars ($400,000) per year for three (3) years, for a total of One Million Two Hundred Thousand Dollars ($1,200,000), from the Commission’s liquidated damages funds shall be deposited into a fund to be established by the City and is hereby appropriated for the Program.

SECTION 5. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of the City, 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 from and after the date of its passage and approval.

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

Intergovernmental Agreement

Between

The City Of Chicago

And

The Public Building Commission Of Chicago
(Skillbuilders’ Program)

This intergovernmental agreement (the “Agreement”), dated as of ____________, 2004 is made by and between the City of Chicago, an Illinois municipal corporation having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the “City”) acting through the Mayor’s Office of Workforce Development (“M.O.W.D.”) having its principal offices at 1615 West Chicago Avenue, Chicago, Illinois 60622, and the Public Building Commission of Chicago, an Illinois municipal corporation having its office at Room 200, Richard J. Daley Center, Chicago, Illinois 60602 (the “Commission”). The City and the Commission are referred to herein as a “Party” and collectively as the “Parties”.

Recitals.

A. The City is a home rule unit of local government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives.

B. On March 18, 1956, the City Council of the City created the Commission pursuant to the Public Building Commission Act of the State of Illinois (the “Act”) for the purpose of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services.

C. The Commission has heretofore undertaken the construction, alteration, repair, renovation and equipping of buildings and facilities (the “Projects”) for use
by various public bodies including, the City, the Board of Education of the City of Chicago (the “Board”), the Chicago Park District (the “Park District”) and the Board of Trustees of Community College District Number 508, County of Cook and State of Illinois (the “City Colleges”) (collectively, the “Sister Agencies”).

D. The City desires to promote and encourage the development of training and development programs that will increase employment opportunities for Chicago residents.

E. The Commission has instituted a program commonly known as Skillbuilders (the “Program”) that provides training and other assistance designed to increase the number of Chicago residents in the building and construction trades.

F. M.O.W.D. has extensive experience in the development and administration of programs and initiatives that assist Chicagoans in obtaining the training and skills necessary to overcome barriers to employment.

G. The Commission and the City have determined that it is in their best interests, and in the best interests of the residents of the City, for the Commission to transfer responsibility for the administration and management of the Program to M.O.W.D. and/or its designees.

H. The Parties desire to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project;

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

Article 1.

Incorporation Of Recitals.

The recitations set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.
Article 2.

Transfer Of The Program.

Article 2.1 The Commission.

The Commission agrees that its responsibilities for operation and administration of the Program will be transferred to M.O.W.D.. In order to effectuate the transfer of the Program in an orderly, efficient manner, the Commission shall discharge or cause to be discharged the following duties and responsibilities:

Article 2.1.1

Deliver or cause to be delivered to M.O.W.D. and/or its designee all equipment, records and any other documents that may have been obtained by the Commission in connection with the operation of the Program.

Article 2.1.2

Provide such information and advice to M.O.W.D. and/or its designee concerning the administration, management and operation of the Program as may be requested from time to time with reasonable promptness.

Article 2.1.3

Cooperate with the City and M.O.W.D. in obtaining any approvals from the Sister Agencies that may be necessary or appropriate to authorize the transfer of funds assessed on account of liquidated damages for the Projects.

Article 2.1.4

Periodically transfer funds held by the Commission on account of the assessment of liquidated damages for the various Projects to the City or as directed by the Budget Director of the City.

Article 2.1.5

Provide such additional assistance as may be requested by the City, M.O.W.D. and/or its designees provided, however, that the Commission shall not be required to incur any costs or liabilities resulting therefrom.
Article 2.2 The City.

The City, acting through M.O.W.D. and/or its designees, agrees that it will coordinate and manage the implementation of the Program on behalf of the Parties and in accordance with the terms of this Agreement. Additional duties and responsibilities to be discharged by the City, M.O.W.D. and/or its designees include the following:

Article 2.2.1

Enter into such operating agreement or agreements with the vendor or vendors as necessary to define the duties and responsibilities of Parties with respect to the administration and operation of the Program.

Article 2.2.2

Cause to be established written procedural guidelines and other documents regarding the entrance requirements, referral and placement procedures, curricula and other components necessary for the operation of the Program.

Article 2.2.3

Cause to be provided strategic planning and program development services, including without limitation development of written policy guidelines, goals and objectives, and mission statements as necessary to implement the Program.

Article 2.2.4

Cause to be established reporting requirements and procedures concerning such aspects of the administration and operation of the Program and expenditure of funds as may be agreed by the Parties.

Article 2.2.5

Cause the vendor or vendors operating the Program to collaborate with the Commission and such other organizations including, without limitation, the Chicago and Cook County Building and Construction Trades Council, City Colleges of Chicago, general and specialty contracting firms and other resources as necessary in order to obtain assistance, guidance, support services and placement of persons participating in the Program.
Article 2.2.6

Cause to be provided a Budget for the Program and apply the funds transferred by the Commission to the City for the efficient administration and operation of the Program in accordance with the Budget.

Article 2.2.7

Provide or cause to be provided such additional services and assistance as may be agreed by the Parties.

Article 3.

Effective Date.

The Parties hereby agree that the effective date for the transfer of the Program from the Commission to M.O.W.D. will be on January 1, 2005.

Article 4.

Funding For The Program.

It is anticipated that the costs of administration and operation of the Program will be provided by the Commission with funds derived from the assessment of liquidated damages on Projects administered by the Commission on behalf of the Sister Agencies. M.O.W.D. will provide a budget for the Program and projections of costs that will be incurred on an annual basis. The Parties will determine by mutual agreement the amount of finds that will be transferred by the Commission to pay the costs incurred in connection with the Program and the frequency for such transfers. The Parties will cooperate in obtaining any approvals from the Sister Agencies that may be necessary and appropriate to authorize the transfer of funds to the City and/or its designee to pay the costs of the Project.
Article 5.

Administration Of The Program.

The Parties will cooperate in arranging for the transfer of the Program to M.O.W.D. in an orderly, efficient manner. The Commission shall provide M.O.W.D. with information concerning the administration of the Program and documents or other reference materials that may have been prepared or developed by the Commission for the Program. M.O.W.D. and its designees are specifically authorized to utilize any such written materials, incorporating such modifications or revisions as may be appropriate.

The format and design of the Program will be subject to approval by M.O.W.D.. M.O.W.D. will cause to be provided instructional materials and personnel necessary to operate the Program. M.O.W.D. shall approve the location of the Program and any additional or future locations of the site or sites at which the Program may be operated. The phases of instruction for the Program will be subject to approval by M.O.W.D. and will include, at a minimum, recruitment and orientation, intake, training and basic skills instruction, construction workshops, placement and tracking. M.O.W.D. shall cause to be provided to the Commission periodic status reports concerning the operation of the Program which shall contain such information as shall be agreed by the Parties.

M.O.W.D. shall comply with, and cause its designee to comply with, as appropriate, all applicable federal, state and local laws, codes, ordinances and regulations.

Article 6.

Indemnification And Insurance.

M.O.W.D. shall require any entity or entities contractually bound to operate or administer the Program to indemnify and hold harmless the Commission, the City, M.O.W.D. and their respective commissioners, board members, officers, agents and employees and representatives, individually and collectively, from all claims, demands, actions and the like that may be instituted by third parties that arise or are alleged to arise out of the operation of the Program. M.O.W.D. shall also require any such entity or entities to purchase and maintain insurance of such types and with such limits as shall be determined by M.O.W.D. to protect the Commission and the City against liability risks. Prior to the commencement of the Program,
M.O.W.D. shall obtain a copy of certificates evidencing such insurance and, upon request, provide a copy of such certificates to the Commission.

Article 7.

Notice.

Any notice or communication to be provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, return receipt requested, or hand delivered and receipted, as follows:

If To The City: Mayor's Office of Workforce Development 1615 West Chicago Avenue, Fifth Floor Chicago, Illinois 60622 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 Commission: Public Building Commission of Chicago Richard J. Daley Center 50 West Washington Street Room 200 Chicago, Illinois 60602 Attention: Executive Director

with a copy to:

Neal, Murdock & Leroy, L.L.C. 203 North LaSalle Street Suite 2300 Chicago, Illinois 60602 Attention: Anne L. Fredd
The Parties, by notice given hereunder, may designate any further or different address or addresses to which subsequent notices, certificates or other communications shall be sent.

Article 8.

Miscellaneous.

Article 8.1 Entire Agreement; Amendment.

Except as otherwise provided herein, this Agreement contains the entire agreement of the Parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by written instrument executed by the Parties hereto.

Article 8.2 Conflict Of Interest.

No member of the Board of Commission or agency or department of the City nor any official or employee of the City or the Commission shall have any financial or ownership interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the Commission shall be personally liable for the performance of the City or the Commission pursuant to the terms and conditions of this Agreement.

Article 8.3 Mutual Assistance.

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

Article 8.4 Disclaimer.

No provision of this Agreement, nor any act of the City, M.O.W.D. or the
Commission shall be deemed or construed by either 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, department or the Commission.

Article 8.5 Headings.

The headings of the various sections and subsections 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.

Article 8.6 Governing Law.

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

Article 8.7 Successors And Assigns.

The terms of this Agreement shall be binding upon the City, M.O.W.D. and the Commission. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the Parties.

Article 8.8 Severability.

If any provision of this Agreement or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Article 8.9 Counterparts.

This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.
In Witness Whereof, The Parties hereto have executed or caused this Agreement to be executed as of the date first written above.

City of Chicago, an Illinois municipal corporation

By: __________________________________________
   The Mayor's Office of Workforce Development

By: __________________________________________
   [Commissioner]
   [Managing Deputy Commissioner]

Public Building Commission of Chicago, an Illinois municipal corporation

By: __________________________________________
   Executive Director

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2004 WITHIN CITY COUNCIL COMMITTEE ON AVIATION.

The Committee on the Budget and Government Operations submitted the following report:


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 Aviation, 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:


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:

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TO:

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<th>Code</th>
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<td>Commodities and Material</td>
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<td>15-2220</td>
<td>0300</td>
<td></td>
<td>$7,000</td>
</tr>
</tbody>
</table>

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Aviation 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:

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, 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:


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:

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Fund</th>
<th>Code Department</th>
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TO:

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<td>15-2286</td>
<td>0300</td>
<td>$10,513</td>
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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.

_________________________________________________________

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 2004 WITHIN CITY COUNCIL COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

The Committee on the Budget and Government Operations submitted the following report:
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 Transportation and Public Way, 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:


*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:

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<th>Purpose</th>
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TO:

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<td>15-2230</td>
<td>0900</td>
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</tr>
</tbody>
</table>

General

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Transportation and Public Way during the year 2004.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.
AMENDMENT OF TITLE 13, CHAPTERS 196 AND 200 AND TITLE 15, CHAPTER 610 OF MUNICIPAL CODE OF CHICAGO CONCERNING FIRE SAFETY AND SPRINKLER SYSTEM REQUIREMENTS IN HIGH-RISE BUILDINGS.

The Committee on Buildings submitted the following reports:


To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance concerning High-Rise Building Safety and Sprinklers (which was referred November 5, 2003, October 25, 2004 and a substitute submitted and adopted December 10, 2004) begs leave to recommend that Your Honorable Body do Pass the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on Buildings, with no dissenting votes.

This ordinance shall be in force and effect from and after its passage and approval.

Respectfully,

(Signed) BERNARD L. STONE, Chairman.

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


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. Chapter 13-196 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-196-203, as follows:

13-196-203 Life Safety Data Sheet -- Required.

(A) No later than April 1, 2005, any owner of an existing building exceeding 80 feet in height above grade shall file with the fire department a life safety data sheet containing the following information about the building: (1) the name of the building owner of record, and, if applicable, the building manager; (2) the address of the building; (3) whether the building is residential or commercial or of mixed use; (4) if the building is residential or of mixed use, the number of dwelling units in the building; (5) the number of stories in the building; (6) whether the building is equipped with an automatic sprinkler system meeting any or all of the requirements of Chapter 15-16 of this code, and identifying the areas so protected; and (7) whether the building is equipped with a standard inside standpipe system, a fire pump and a smokeproof tower.

(B) All information contained in the life safety data sheet shall be kept current. Any change in required information shall be reported by the building owner to the fire department within 14 days after the change. This subsection shall be enforceable against the building owner and against any subsequent owner.

Any person who violates the requirements of this section shall be fined not less than $200 nor more than $500 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 2. Chapter 13-196 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-196-204, as follows:

13-196-204 Voice Communication Systems In Existing Buildings.

(A) Subject to the exceptions listed below, no later than January 1, 2012, every existing building exceeding 80 feet in height above grade shall be equipped with the following: (i) a one-way voice communication system meeting the requirements of Section 13-76-050(b); and (ii) a two-way voice communication system meeting the requirements of Section 13-76-050(a); provided, however, that a telephone or other two-way communication system connected to an approved station, and installed pursuant to and in accordance with Option 2 of Section 13-196-084(a), shall be deemed to satisfy the requirements of item (ii) of this subsection.
(B) Neither a one-way nor a two-way voice communication system shall be required in the following buildings:

Exception Number 1: Buildings that are classified as Class A-2, Multiple Dwellings, and are for non-transient residential use and are fully protected by automatic sprinklers.

Exception Number 2: Institutional buildings and schools that have an approved standard fire alarm system as required by Section 15-16-110.

(C) A one-way voice communication system shall not be required in the following buildings:

Exception Number 1: Non-transient residential buildings with an existing occupant notification system if a detailed description of the existing occupant notification system is submitted to and approved by the commissioner of buildings and the fire commissioner or by their designated representatives. In order to be considered for approval under this exception, and if approved under this exception, the existing occupant notification system shall meet the following criteria:

(a) the system must be in continuous use and must be tested on a monthly basis, or the system must have electronic supervision to indicate operational deficiencies in the system including, but not limited to, shorts, grounds and breaks in the circuit wiring; and

(b) the system must be audible throughout all required areas of the building, or must produce within all dwelling units a minimum sound level of 45 dBA within 10 feet of any existing occupant notification system device; and

(c) the system must be able to transmit voice instructions without delay; and

(d) the system must be able to transmit voice instructions to all required areas or to all dwelling units at the same time; and

(e) the system must be available for fire department use from a central command location; and

(f) the system is subject to field testing; and

(g) replacement or modification of system components to meet the above criteria is limited to 50% of the reproduction cost of the existing occupant notification system.
(D) A two-way voice communication system shall not be required in the following buildings:

Exception 1: Buildings that are classified as Class A-2, Multiple Dwellings, and are for non-transient residential use if the building does not exceed 15 stories in height and contains 60 or fewer dwelling units as defined in Section 13-4-010.

(E) For purposes of this section, “non-transient residential” means a residential use other than a hotel, motel, bed-and-breakfast establishment, dormitory, transitional shelter, emergency shelter or other temporary residential use.

(F) This section shall be enforceable against the building owner and against any subsequent owner.

SECTION 3. Chapter 13-196 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-196-205, as follows:

13-196-205 Automatic Sprinkler System Installation In Existing High-Rise Buildings.

Subject to the exceptions listed below, every existing building exceeding 80 feet in height above grade shall be protected throughout by an approved automatic sprinkler system meeting the requirements of Chapter 15-16 of this code unless otherwise provided by Section 13-196-207. The owner of each such building shall, no later than September 1, 2005, submit for approval to the bureau of fire prevention a plan for compliance with the requirements of this section. The requirements of this section shall be enforceable against the building owner and against any subsequent owner.

Every building subject to the provisions of this section shall comply with the following schedule for installation of an approved automatic sprinkler system: one-third of the gross square footage of the building shall be equipped with automatic sprinklers by January 1, 2009; two-thirds of the gross square footage of the building shall be equipped with automatic sprinklers by January 1, 2013; and the entire gross square footage of the building shall be equipped with automatic sprinklers by January 1, 2017. Buildings subject to any of the following exceptions 3 through 7, inclusive, shall comply with the requirements of Section 13-196-206.

Exception Number 1: An open-air parking facility meeting the requirements of Section 13-96-920 of this code.

Exception Number 2: The open-air portions of a stadium.
Exception Number 3: A building that is classified as a Class A-2, Multiple Dwelling, and that is a non-transient residential use. This exception includes (a) all approved auxiliary use areas of the building other than parking garages; and (b) any parking garage in the building that is used exclusively by the building’s non-transient residential occupants and their guests or by persons who, pursuant to a written lease agreement, rent space in the building’s parking garage for use by a designated motor vehicle in time increments of at least one month in duration.

Exception Number 4: The following portions of a building classified as a mixed occupancy building:

(A) any portion of a mixed occupancy building that is classified as a Class A-2, non-transient residential use;

(B) any approved auxiliary use area wholly contained within a Class A-2, non-transient residential use portion of a mixed occupancy building;

(C) any parking garage in a mixed occupancy building that is used exclusively by the building’s non-transient residential occupants and their guests or by persons who, pursuant to a written lease agreement, rent space in the building’s parking garage for use by a designated motor vehicle in time increments of at least one month in duration;

(D) any portion of a mixed occupancy building, other than those portions of the building classified as a Class A-2, non-transient residential use, if all of the following criteria are met:

(1) the cumulative total of the building’s floor areas not classified as a Class A-2, non-transient residential use does not exceed 10% of the total floor area of the building. The floor areas of parking garages used exclusively by the building’s non-transient residential occupants and their guests shall be excluded from the calculation of the building’s total floor areas not classified as a Class A-2, non-transient residential use and from the calculation of the total floor area of the building; and

(2) occupancy separations are provided in accordance with Table 13-56-280 as set out in Section 13-56-280 of this code; and

(3) the mixed occupancy building must be either of Type I, fire-resistive construction or of Type II, non-combustible construction; and

(4) all of the exempted areas within the mixed occupancy building, other than those portions of the building classified as a Class A-2, non-transient residential use, are located in the building at a floor level elevation that does not exceed 80 feet in height above average grade.
Exception Number 5: A building designated as a Chicago Landmark pursuant to Article XVII of Chapter 2-120 of this code unless the landmarked building is required to be equipped with an automatic sprinkler system by other provisions of this code.

Exception Number 6: A building within a landmark district designated pursuant to Article XVII of Chapter 2-120 of this code and determined to be a contributing building unless the contributing building is required to be equipped with an automatic sprinkler system by other provisions of this code.

Exception Number 7: A building color-coded red or orange in the Chicago Historic Resources Survey, published in 1996, unless the building is required to be equipped with an automatic sprinkler system by other provisions of this code.

For purposes of this section, "non-transient residential" means a residential use other than a hotel, motel, bed-and-breakfast establishment, dormitory, transitional shelter, emergency shelter or other temporary residential use.

SECTION 4. Chapter 13-196 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-196-206, as follows:


(A) No later than January 1, 2005, the commissioner of buildings shall adopt by rule and publish criteria for life safety evaluations of all existing buildings exceeding 80 feet in height above grade that are not required by Section 13-196-205 to be protected throughout by an approved automatic sprinkler system. The criteria adopted pursuant to this subsection shall provide sufficient protection to life and safety of building occupants. The criteria shall be developed based on a review of available resources, including standardized building and safety codes and the practices of other municipalities.

(B) The owner of any building qualifying for any exception 3 through 7, inclusive, of Section 13-196-205 shall have the building evaluated for life safety by a licensed professional engineer or by a licensed architect; provided, however, that this requirement shall not apply to any building which is protected throughout by a previously approved automatic sprinkler system. The licensed engineer or architect shall prepare a life safety evaluation of the building in accordance with the requirements of this section and with any rules and regulations promulgated thereunder. The life safety evaluation shall be signed and sealed by the person who prepared it and shall contain an explicit statement acknowledging that the information contained therein is true and complete.
(C) If, based on the use of a scoring system described by rule to conduct the life safety evaluation, the licensed professional engineer or licensed architect determines that the building achieves the minimum score required on the life safety evaluation, the licensed engineer or architect shall certify the evaluation as a life safety compliance plan and shall give the life safety compliance plan to the building owner. No later than January 1, 2006, the building owner shall submit the life safety compliance plan to the department of buildings and the bureau of fire prevention. The life safety compliance plan shall be enforceable against the building owner and against any subsequent owner.

(D) If, based on the use of a scoring system described by rule to conduct the life safety evaluation, the licensed professional engineer or licensed architect determines that the building does not achieve the minimum score required on the life safety evaluation, the building owner shall, no later than January 1, 2006, submit the life safety evaluation to the department of buildings and the bureau of fire prevention along with either: (1) a proposal to protect the building throughout with an automatic sprinkler system meeting the requirements of Chapter 15-16 of this code unless otherwise provided by Section 13-196-207, notwithstanding any exceptions for which the building may have otherwise qualified pursuant to Section 13-196-205, and using the schedule for installation described in Section 13-196-205; or (2) a proposal for achieving the minimum score required on the life safety evaluation by making specified modifications to the building. Any proposal submitted pursuant to this subsection shall be signed and sealed by a licensed professional engineer or by a licensed architect. In addition, any proposal submitted pursuant to item (2) of this subsection shall contain (i) an explicit statement by the licensed engineer or architect certifying that if the modifications identified in the proposal are fully implemented, the building will receive the minimum score required on the life safety evaluation; and (ii) a timetable for completion of those modifications to be phased in over a stipulated period of years, but no later than January 1, 2012, at which time the modifications identified in the proposal shall be fully implemented. Any schedule for installation or timetable required by this subsection shall be enforceable against the building owner and against any subsequent owner.

If, after reviewing the certified proposal, the commissioner of buildings and the deputy commissioner of the bureau of fire prevention determine that the certified proposal, when fully implemented, will enable the building to achieve the minimum score required on the life safety evaluation, the commissioner and deputy commissioner shall jointly accept the certified proposal as a life safety compliance plan. The life safety compliance plan shall be enforceable against the building owner and against any subsequent owner.

(E) No permit shall be issued for work on any existing building that is the subject of a life safety compliance plan unless the licensed architect or licensed engineer of record identified in the permit application certifies in writing that the
permitted work will not reduce or otherwise negatively impact the score of the life safety evaluation on which the life safety compliance plan is based; nor shall any permit be issued for work on a building whose owner is in violation of any of the requirements of this section unless the permit is necessary to cure the violation.

(F) Nothing in this section shall be construed to waive any provision of the Municipal Code of Chicago applicable to existing buildings or to relieve any person from full compliance with those provisions.

SECTION 5. Chapter 13-196 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-196-207, as follows:


In every existing high-rise building subject to the requirements of Sections 13-196-204, 13-196-205 or 13-196-206 of this code, the following materials and installation standards shall apply to newly installed fire protection systems:

(A) An existing water supply that serves an existing fire department wet-standpipe system may also serve as the water supply for retrofit sprinkler systems, provided the water supply meets, non-simultaneously, the larger of either the standpipe demand at the time of the original installation, or the new sprinkler system demand including hose stream allowance.

(B) Notwithstanding the requirements of Sections 18-28-602.2.1 and 15-16-370, sprinkler piping and sprinklers shall meet or exceed the requirements of NFPA 13-2002 and their respective product listings issued by an approved independent laboratory or agency.

(C) Automatic sprinkler systems shall meet or exceed the requirements of NFPA 13-2002 except that at least one sprinkler shall be provided within the stairway enclosure at the landing serving the door(s) to each floor.

(D) If repairs or minor modifications are made to existing dry-pipe sprinkler systems, the zoning of the system may remain as originally installed.

(E) Low-voltage electrical wiring risers for fire detection and fire alarm notification systems may be installed in stairways, notwithstanding the requirements of Section 15-8-180, if the wiring is in conduit and does not obstruct the required egress width of a stairwell.

(F) Low-voltage electrical branch wiring in horizontal runs for voice communication systems may be installed without conduit, unless required
by other sections of this code, if the wiring (i) is limited combustible
FHC 25/50 CMP; and (ii) has a maximum Class 1 flame spread rating as
defined in Section 15-12-040; and (iii) has a smoke developed rating not
to exceed 50 when tested in accordance with ASTM-E 84.

(G) Low-voltage electrical wiring for fire detection systems may be run in the
same conduit as low-voltage electrical wiring for fire alarm notification
systems, as permitted by NFPA 72-2002 and the product listings of the
wire and the conduit issued by an approved independent laboratory or
agency.

(H) Low-voltage fire detection equipment panels and low-voltage fire alarm
notification equipment panels may be installed in the same panel box, as
permitted by NFPA 72-2002 and the product's listing issued by an
approved independent laboratory or agency.

(I) Central station monitoring of fire alarm systems may use digital alarm
communicators with constant supervision, as permitted by NFPA 72-2002.

SECTION 6. Chapter 13-196 of the Municipal Code of the City of Chicago is
hereby amended by inserting a new Section 13-196-208, as follows:

13-196-208 Smokeproof Towers In Existing High Rise Buildings -- Fire Shields.

If fire shields in smokeproof towers are provided to protect openings of balconies
or vestibules in existing buildings exceeding 80 feet in height above grade, such
fire shields shall comply with the requirements of this section.

(A) Fire shields shall comply with all applicable requirements for fire windows
as provided in Section 15-12-160.

(B) Fire shields shall have an opening sash having a clear area not less than
as required in Section 13-160-380(c), arranged to open automatically in case of
fire to the full limit and to be held securely in such open position. Provision
shall be made for the manual opening or closing of the sash.

(C) The automatic opening of the sash shall be actuated by approved devices
located inside the building within five feet of the door from the building to the
vestibule or balcony and located also on the ceiling of the vestibule or balcony.
Such devices shall be designed to operate as a result of rate of temperature rise
or when the surrounding air reaches a temperature of 120 degrees Fahrenheit.

(D) Each fire shield sash shall be tested annually to verify automatic operation
as required in subsection (c) of this section. Testing shall be performed by an
individual or organization approved by the deputy commissioner in charge of the
bureau of fire prevention. Reports of the testing shall be filed with the bureau by June 30 of each year.

SECTION 7. Chapter 13-196 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 13-196-209, as follows:


No later than January 1, 2012, doors and frames in stairways in all existing residential buildings and buildings of mixed residential occupancy exceeding 80 feet in height above grade shall have a fire resistance rating of at least one hour.

SECTION 8. Section 15-16-610 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

15-16-610 Retroactivity.

The provisions of Sections 15-16-170 to 15-16-600, both inclusive, shall apply to all automatic sprinkler systems hereafter installed in any preordinance buildings, existing buildings and buildings hereafter constructed and shall also apply to any automatic sprinkler systems installed prior to the passage of this ordinance which were not installed in accordance with approved plans and permits; provided, however, that existing high-rise buildings subject to the requirements of Sections 13-196-205 or 13-196-206 may deviate from these provisions to the extent permitted by Section 13-196-207.

SECTION 9. Section 13-200-310 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

13-200-310 Building Over 80 Feet In Height.

Any building over 80 feet in height which is altered or repaired, the cost of which in any consecutive 30 months exceeds 50 percent of the reproduction cost of the building, shall comply with requirements of Chapter 13-76 for high-rise buildings, and Chapter 15-8 for stair, elevator and shaft enclosures.

SECTION 10. Section 13-196-038 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

13-196-038 Fines And Penalties.

Any violation of or interference with the enforcement of any provisions provision of Section 13-196-031 through and including Section 13-196-037, and of Sections

...
13-196-204 through and including 13-196-209, shall be punishable by a fine of not less than $500 and not more than $1000 for each offense. Each day that a violation shall continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed.

SECTION 11. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:


To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration forty-seven proposed sign orders (which were referred November 3, December 1 and December 8, 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 orders (one -- 1st Ward, seventeen -- 2nd Ward, one -- 5th Ward, one -- 10th Ward, two -- 12th Ward, one -- 13th Ward, one -- 15th Ward, one -- 19th Ward, one -- 22nd Ward, one -- 23rd Ward, four -- 27th Ward, two -- 32nd Ward, one -- 36th Ward, one -- 38th Ward, eleven -- 42nd Ward and one -- 43rd Ward) transmitted herewith.

This recommendation was concurred in by the 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:


_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):

1130 South Canal Street.
(66 Square Feet)

_Ordered_, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (east elevation):

Dimensions: length, 13 feet, 5 inches; height, 5 feet, 8 inches
Height Above Grade/Roof to Top of Sign: 25 feet, 8 inches
Total Square Foot Area: 66 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.

1130 South Canal Street.
(120.8 Square Feet)

_Ordered_, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc, 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (east elevation):
Dimensions: length, 24 feet; height, 5 feet, 8 inches  
Height Above Grade/Roof to Top of Sign: 25 feet, 8 inches  
Total Square Foot Area: 120.8 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.

1130 South Canal Street.  
(120 Feet, 8¾ Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc, 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (east elevation):

Dimensions: length, 24 feet; height, 5 feet, 8 inches  
Height Above Grade/Roof to Top of Sign: 25 feet, 8 inches  
Total Square Foot Area: 120 feet, 8¾ inches.

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.

1130 South Canal Street.  
(133 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc, 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (south elevation):

Dimensions: length, 19 feet; height, 7 feet  
Height Above Grade/Roof to Top of Sign: 37 feet  
Total Square Foot Area: 133 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.

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**1130 South Canal Street.**

(198 Feet, 10¼ Inches)

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc, 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (sign pole northeast parking):

Dimensions: length, 22 feet, 6 inches; height, 9 feet, 4½ inches
Height Above Grade/Roof to Top of Sign: 37 feet
Total Square Foot Area: 198 feet, 10¼ inches.

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.

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**1130 South Canal Street.**

(240 Square Feet)

*Ordered,* That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc, 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (west elevation):

Dimensions: length, 30 feet; height, 8 feet
Height Above Grade/Roof to Top of Sign: 26 feet
Total Square Foot Area: 240 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.

1130 South Canal Street.
(410 Feet, 8 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc, 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (south elevation):

Dimensions: length, 82 feet; height, 5 feet, 8 inches
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 410 feet, 8 inches.

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.

1130 South Canal Street.
(960 Feet, 4 Inches)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc, 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1130 South Canal Street (east elevation):

Dimensions: length, 48 feet, 4 inches; height, 20 feet
Height Above Grade/Roof to Top of Sign: 37 feet
Total Square Foot Area: 960 feet, 4 inches.
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.

2352 North Clybourn Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to American Sign & Lighting Co., 307 East Lincoln Avenue, Bensenville, Illinois 60106, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Home Inspection Team, 2352 North Clybourn Avenue:

Dimensions: length, 15 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 42 feet (approximate)
Total Square Foot Area: 90 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.

6465 West Diversey Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 West Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Lowe's, 6465 West Diversey Avenue ("Garden Center" sign/northeast wall):

Dimensions: length, 14 feet, 6 inches; height, 7 feet, 3 inches
Height Above Grade/Roof to Top of Sign: 28 feet
Total Square Foot Area: 105 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.

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224 West Division Street.

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 Prairie Bank & Trust Company, 224 West Division Street:

Dimensions: length, 21 feet; height, 7 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 16 feet
Total Square Foot Area: 151 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.

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1711 West Fullerton Avenue.

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, Jessica Heath-Bolden, Permit Manager, for the erection of a one double-faced sign that is over 100 square feet in area at Bank of America, 1711 West Fullerton Avenue (West Fullerton Avenue elevation) [Our client, Shurgard Self Storage, is proposing to remove the existing face on the signage at 1711 West Fullerton Avenue. Replacing the sign faces with a 5 feet by 18 feet, 6 inch illuminated blade sign face. This sign exceeds the 100 square feet rule and therefore, requires a request for council order. This is a double-faced sign with an area of 93 square feet on each side.]:
Dimensions: length, 5 feet; height, 18 feet, 6 inches  
Height Above Grade/Roof to Top of Sign: 16 feet (O.A.H.)  
Total Square Foot Area: 93 square feet (doubled-faced, quantity of 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 signs, billboards, signboards and related structures.

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10 East Grand Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 West Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Hilton Garden Inn, 10 East Grand Avenue (third awning/south elevation):

Dimensions: length, 20 feet; height, 6 feet  
Height Above Grade/Roof to Top of Sign: 9 feet  
Total Square Foot Area: 120 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.

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160 East Illinois Street.  
(20 Feet Above Grade/Roof To Top Of Sign)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 160 East Illinois Street (banner):
Dimensions: length, 40 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 400 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.

160 East Illinois Street.
(24 Feet Above Grade/Roof To Top Of Sign)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Midwest Sign & Lighting, Inc., 4910 Wilshire, Country Club Hills, Illinois 60478, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 160 East Illinois Street (banner):

Dimensions: length, 40 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 400 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.

6455 West Irving Park Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 West Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Dunning Square Shopping Center, 6455 West Irving Park Road (pylon remodeled sign):
Dimensions: length, 10 feet; height, 16 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 23 feet
Total Square Foot Area: 332 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.

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23 East Jackson Boulevard.

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 DePaul University, 23 East Jackson Boulevard (west elevation):

Dimensions: length, 23 feet, 6 inches; height, 5 feet
Height Above Grade to Top of Sign: 60 feet
Total Square Foot Area: 117 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.

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711 West Jackson Boulevard.
((A) South Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard ((A) south elevation store front):
Dimensions: length, 48 feet, 4 inches; height, 13 feet, 3 inches
Height Above Grade/Roof to Top of Sign: 29 feet
Total Square Foot Area: 624 feet, 7 inches.

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.

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711 West Jackson Boulevard.
(B) South Elevation

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard ((B) south elevation storefront):

Dimensions: length, 26 feet, 3 inches; height, 5 feet, 8 inches
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 130 feet, 11 inches.

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.

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711 West Jackson Boulevard.
(C) South Elevation

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard ((C) south elevation):
Dimensions: length, 37 feet, 8 inches; height, 16 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 31 feet
Total Square Foot Area: 593 feet, 4 inches.

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.

711 West Jackson Boulevard.
((D) West Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard ((D) west elevation):

Dimensions: length, 31 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 124 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.

711 West Jackson Boulevard.
((F) East Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard ((F) east elevation):
Dimensions: length, 23 feet, 6 inches; height, 6 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 21 feet
Total Square Foot Area: 139 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.

711 West Jackson Boulevard.
(South Parking Lot)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard (sign pole/south parking lot):

Dimensions: length, 18 feet; height, 6 feet, 4½ inches
Height Above Grade/Roof to Top of Sign: 29 feet, 4 inches
Total Square Foot Area: 112 feet, 6 inches.

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.

711 West Jackson Boulevard.
(South Of Parking Lot)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard (sign pole/south of parking lot):
Dimensions: length, 22 feet, 6 inches; height, 9 feet, 4 1/4 inches
Height Above Grade/Roof to Top of Sign: 13 feet, 4 1/4 inches
Total Square Foot Area: 208 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.

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711 West Jackson Boulevard.
(East Of Parking Lot)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co. Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 711 West Jackson Boulevard (sign pole/east of parking lot):

Dimensions: length, 22 feet, 6 inches; height, 9 feet, 4 1/4 inches
Height Above Grade/Roof to Top of Sign: 13 feet, 4 1/4 inches
Total Square Foot Area: 208 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.

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800 West Madison Street.
(North Elevation)

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 MB Financial Bank, 800 West Madison Street (north elevation):
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 MB Financial Bank, 800 West Madison Street (south elevation):

Dimensions: length, 15 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 98 feet
Total Square Foot Area: 225 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 Madison Street.
(South Elevation)

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 MB Financial Bank, 800 West Madison Street (east elevation):

Dimensions: length, 15 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 98 feet
Total Square Foot Area: 225 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 Madison Street.
(East Elevation)
Dimensions: length, 15 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 98 feet
Total Square Foot Area: 225 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.

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800 West Madison Street.
(West Elevation)

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 MB Financial Bank, 800 West Madison Street (west elevation):

Dimensions: length, 15 feet; height, 15 feet
Height Above Grade/Roof to Top of Sign: 98 feet
Total Square Foot Area: 225 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.

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2135 North Milwaukee Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Congress Theater, 2135 North Milwaukee Avenue:
Dimensions: length, 5 feet; height, 39 feet  
Height Above Grade/Roof to Top of Sign: 70 feet  
Total Square Foot Area: 195 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.

205 West Monroe 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 two (2) signs that are over 100 square feet in area of one face at Bank of America, 205 West Monroe Street (Our client, Bank of America, is proposing to remove existing signages on the corners of West Monroe Street and North Wells Street. Replacing the signages with a 4 foot, 3½ inch by 49 foot, 5¼ inch and a 1 foot, 5½ inch by 34 foot, 10 inch illuminated wall signs. These signs exceed the 100 square foot rule and, therefore, require a request for a council order. These are single-faced signs: the 4 feet, 3½ inch by 49 foot, 5¼ inch sign is 212.2 square feet and the 4 foot, 5¼ inch by 34 foot, 10 inch sign is 154.6 square feet):

West Monroe Street Elevation.

Dimensions: length, 34 feet, 10 inches; height, 4 feet, 5 inches  
Height Above Grade/Roof to Top of Sign: 16 feet (O.A.H.)  
Total Square Foot Area: 154.6 square feet (single-faced/quantity of 1).

North Wells Street Elevation.

Dimensions: length, 49 feet, 5¼ inches; height, 4 feet, 3½ inches  
Height Above Grade/Roof to Top of Sign: 16 feet (O.A.H.)  
Total Square Foot Area: 212.2 square feet (single-faced/quantity of 1).

Such signs 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.

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51 West Ontario Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to J & B Signs, Inc., 642 North Dearborn Street, 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 ComEd, 51 West Ontario Street:

Dimensions: length, 24 feet; height, 12 feet
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 288 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.

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431 North Orleans Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Thatcher Oaks Awning, 718 Industrial Drive, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Washington Mutual, 431 North Orleans Street (awning/sign):

Dimensions: length, 18 feet; height, 6 feet
Height Above Grade to Top of Sign: 15 feet
Total Square Foot Area: 108 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.
Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Thatcher Oaks Awning, 718 Industrial Drive, Elmhurst, Illinois 60126, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Washington Mutual, 431 North Orleans Street (awning/sign):

Dimensions: length, 27 feet; height, 6 feet
Height Above Grade to Top of Sign: 15 feet
Total Square Foot Area: 162 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.

6400 South Pulaski Road.

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 Harris Bank, 6400 South Pulaski Road:

Dimensions: length, 7 feet; height, 22 feet
Height Above Grade/Roof to Top of Sign: 22 feet (O.A.H.)
Total Square Foot Area: 308 square feet (double faced/quantity of 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.

7800 South South Chicago Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 West Interstate Road, Addison, Illinois 60101, for
the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Aldi, 7800 South South Chicago Avenue (pole sign):

Dimensions: length, 8 feet, 1 inch; height, 13 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 220 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.

838 North State Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Orion Outdoor Media, 3161 Cameron Park Drive, Cameron Park, California, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 838 North State Street:
Dimensions: length, 10 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 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.

111 North Wabash Avenue.
(North Wabash Avenue Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co., Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 111 North Wabash Avenue (red logo/Staples/quantity: 1/on North Wabash Avenue):

Dimensions: length, 23 feet, 4 inches; height, 8 feet
Height Above Grade/Roof to Top of Sign: 18 feet, 1 inch
Total Square Foot Area: 184 square feet, 4 inches.

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.

111 North Wabash Avenue.
(East Washington Street Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co., Inc., 585 Bond Street, Lincolnshire, Illinois 60069, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 111 North Wabash Avenue (red logo/Staples/quantity: 1/on East Washington Street):
Dimensions: length, 23 feet, 4 inches; height, 8 feet
Height Above Grade/Roof to Top of Sign: 18 feet, 1 inch
Total Square Foot Area: 184 square feet, 4 inches.

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.

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4555 South Western Avenue.
(305 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough Street, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4555 South Western Avenue:

Dimensions: length, 60 feet, 10 inches; height, 5 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 305 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.

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4555 South Western Avenue.
(438 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 West McDonough Street, Joliet, Illinois 60431, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4555 South Western Avenue:

Dimensions: length, 73 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 26 feet
Total Square Foot Area: 438 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.

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5220 South Pulaski Road.

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 5220 South Pulaski Road (pillow sign: 19 feet by 35 feet, 8 inches = 680 square feet (double face) 1,360/wall sign 9 feet by 31 feet = 279 square feet):

Dimensions: length, 19 feet; height, 35 feet, 8 inches
Height Above Grade/Roof to Top of Sign: 35 feet, 8 inches
Total Square Foot Area: 1,639 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.

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10547 South Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Quantum Graphics, 5317 West 123rd Place, Alsip, Illinois 60803, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 10547 South Western Avenue:

Dimensions: length, 12 feet, 2 inches; height, 17 feet, 9 inches
Height Above Grade/Roof to Top of Sign: 33 feet
Total Square Foot Area: 214.77 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.

3325 West 26th Street.

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 El Chisme, 3325 West 26th Street (48 feet, 36 inches):

Dimensions: length, 9 feet, 3 inches; height, 5 feet, 20 inches
Height Above Grade/Roof to Top of Sign: 24 feet, 3 inches
Total Square Foot Area: 96 feet, 72 inches.

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.

3127 West 63rd Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to First Ad-Comm, 3744 West Lawrence Avenue, Chicago, Illinois, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3127 West 63rd Street:

Dimensions: length, 42 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 9 feet
Total Square Foot Area: 210 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.

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3454 East 118th Street.

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 3454 East 118th Street:

Dimensions: length, 16 feet; height, 41 feet  
Height Above Grade/Roof to Top of Sign: 41 feet  
Total Square Foot Area: \(656 + 656 = 1,312\) 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.

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REVOCATION OF SIGN PERMIT FOR ERECTION OF SIGNBOARD AT 2535 -- 2537 SOUTH HILLOCK AVENUE.

The Committee on Buildings submitted the following report:


To the President and Members of the City Council:
Your Committee on Buildings, having had under consideration a sign order (which was referred on December 1, 2004) revoking a sign located at 2535 -- 2537 South Hillock Avenue and owned by Bill Powers, begs leave to recommend that Your Honorable Body do Pass the revocation order which is transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

This order shall be in full force and effect from and after its passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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


Nays -- None.

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

The following is said order as passed:

Ordered, That the Executive Director of the Department of Construction and Permits is hereby directed to revoke a sign permit to Clear Channel (owner Bill Powers), for the erection of a sign/signboard at 2535 -- 2537 South Hillock Avenue on the grounds that said billboard is hazardous to the community, has caused damage to surrounding property and is not properly maintained.
COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

AUTHORIZATION FOR RENEWAL OF CLASS 6(b) TAX INCENTIVE BENEFITS FOR PROPERTY AT 3701 SOUTH IRON STREET PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Economic, Capital and Technology Development submitted the following report:


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 Balcer (11th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 3701 South Iron 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:

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 resolution in previous and unrelated matters.

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, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, B & W Truck Repair, an Illinois corporation (the "Applicant"), is the owner of certain real estate located generally at 3701 South Iron Street, Chicago, Illinois 60609 as further described on Exhibit A hereto (the "Subject Property") and has constructed an approximately nine thousand one hundred (9,100) square foot industrial facility thereon; and

WHEREAS, On May 9, 1996 the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 1996; and

WHEREAS, The Subject Property continues to qualify as Class 6(b) real estate as defined in the Ordinance; and
WHEREAS, The Applicant intends to file an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located a resolution expressly stating that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. That the City determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 2. That the City supports and consents to the renewal of the Class 6(b) classification 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) renewal 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:

Parcel 1.

That part of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:
beginning at a point on the easterly line of the 30 feet right-of-way of the Chicago Junction Railway Company lying east of and adjoining South Iron Street, said point being 1,386.3 feet south of the north line of said southwest quarter; thence easterly at right angles to said right-of-way line, 388.35 feet, more or less, to the westerly dock line of the south fork of the south branch of the Chicago River; thence southeasterly 189.82 feet, more or less, along said dock line to the angle in said dock line, being a point 406.8 feet east of the east line of said right-of-way; thence southwesterly along the northerly dock line of the south fork of the south branch of the Chicago River, 434.9 feet, more or less, to the intersection of said dock line with the east line of the 30 foot right-of-way of the Chicago Junction Railway Company; thence north along the east line of said right-of-way, 323 feet, more or less, to the place of beginning.

Parcel 2.

That part of the southeast quarter of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the easterly line of the 30 foot right-of-way of the Chicago Junction Railway Company east of and adjoining South Iron Street, said point being 1,386.3 feet south of the north line of the southeast quarter of said section, running; thence easterly along the north line of the property conveyed to the Hately Cold Storage Company by deed recorded June 17, 1908, as Document Number 4219186, in Book 10195, at page 402, 1,969 feet; thence northerly at right angles to the north line of the Hately Cold Storage Company's Property, 5.5 feet; thence westerly parallel to and 5.5 feet north of said north line to the easterly line of said right-of-way of said railway company; thence southerly along the easterly line of said right-of-way to the place of beginning.

Parcel 3.

All that part of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at a point on the east line of the 30 foot right-of-way of the Chicago Junction Railway Company lying east of and adjoining South Iron Street, said point being 1,386.3 feet south of the north line of said southwest quarter; thence easterly on a straight line at right angles to said right-of-way, 388.35 feet, more or less, to the westerly dock line of the south fork of the south branch of the Chicago River, said last described straight line being also the north line of the property as conveyed by John A. Spoor and Frederick S. Winston, Trustees, to
the Hately Cold Storage Company by deed dated April 1, 1907 and recorded as Document 4219186, said point in westerly dock line being also the point of beginning of the description; thence northerly along said westerly dock line to its intersection with a line drawn parallel with and 9 inches north of the first described straight line; thence west on the last described parallel line, a distance of 191.37 feet, more or less, to its intersection with a line drawn parallel with and 196.9 feet east of the said east line of the 30 foot right-of-way of the Chicago Junction Railway Company; thence south along the last described parallel line a distance of 9 inches to its intersection with the first described straight line which is the north line of the property as conveyed on April 1, 1907; thence east along said first described straight line, a distance of 191.45 feet, more or less, to the place of beginning, in Cook County, Illinois.

Commonly Known As:
3701 South Iron Street.

Permanent Index Number:
17-32-300-106-0000.

APPROVAL FOR RENEWAL OF CLASS 6(b) TAX INCENTIVE BENEFITS FOR PROPERTY AT 2300 WEST 47TH STREET PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Economic, Capital and Technology Development submitted the following report:


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 Cárdenas (12th Ward) authorizing the renewal of Class 6(b) tax incentives for the property located at 2300 West 47th 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:


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 resolution in previous and unrelated matters.

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, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, John Maneely Company, doing business as Wheatland Tube Company, a Pennsylvania corporation (the "Applicant"), is the owner of certain real estate located generally at 2300 West 47th Street, Chicago, Illinois 60609, as further described on Exhibit A hereto (the "Subject Property") and has substantially rehabilitated an approximately three hundred thousand (300,000) square foot industrial facility thereon; and

WHEREAS, On March 26, 1996 the City Council of the City enacted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property in 1997; and

WHEREAS, The Subject Property continues to qualify as Class 6(b) real estate as defined in the Ordinance; and

WHEREAS, The Applicant intends to file an application for renewal of the Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located a resolution expressly stating that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. That the City determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 2. That the City supports and consents to the renewal of the Class 6(b) classification 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) renewal 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:

Parcel 1.

An irregular shaped parcel of land in the southwest quarter of the southwest quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, including within the limits of said parcel of land, parts of Lots 24 and 27, all of Lots 25 and 26 and the 8 foot wide alley lying north of and adjoining said lots in the subdivision of that part of the south 5 acres of the southwest quarter of the southwest quarter of said Section 6 lying west of the railroad, north of West 47th Street and east of the boulevard as recorded December 5, 1891, under Document Number 1579357, bounded and described as follows:

beginning at a point on the east line of the west half of the southwest quarter of the southwest quarter of said Section 6 which is 33 feet north of the south line of said Section 6 and in the north line of West 47th Street; thence west along the north line of West 47th Street, a distance of 90.00 feet; thence north on a line 90.00 feet west of and parallel with the east line of the west half of the southwest quarter of the southwest quarter of said Section 6, a distance of 587.59 feet to a point which is 81.69 feet south of the south line of the north 293.45 feet of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6; thence northeasterly a distance of 84.27 feet to a point in the south line of the north 293.45 feet of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6 which is 68.75 feet west of the east line of the west half of the southwest quarter of the southwest quarter of said Section 6; thence northeasterly a distance of 145.73 feet to a point in a line 32.00 feet west of and parallel with the east line of the west half of the southwest quarter of the southwest quarter of said Section 6 and 152.19 feet south of the north line of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6; thence
northeasterly and making an angle of 165 degrees, 25 minutes, 08 seconds (as measured from south to east to northeast) with the aforesaid parallel line, a distance of 66.00 feet; thence northeasterly a distance of 56.29 feet to a point in the south line of the north 33.00 feet of the south three-quarters of the west half of the southwest quarter of the southwest quarter of said Section 6; thence east along said south line a distance of 4.00 feet to a point in the east line of the west half of the southwest quarter of the southwest quarter of said Section 6 (said point being in a line 364.87 feet south of and parallel with the north line of the southwest quarter of the southwest quarter of said Section 6); thence east along said parallel line a distance of 15.00 feet; thence southwesterly a distance of 101.01 feet to a point on the east line of the west half of the southwest quarter of the southwest quarter of Section 6 (said point being 464.87 feet south of the north line of the southwest quarter of the southwest quarter of said Section 6); thence south along the east line of the west half of the southwest quarter of the southwest quarter of said Section 6, a distance of 829.67 feet to the point of beginning, all in Cook County, Illinois.

Parcel 2.

Part of the southwest quarter of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, beginning at a point on the west line of the east half of said southwest quarter of the southwest quarter of Section 6 aforesaid which is 33 feet north of the south line of said Section 6, and in the north line of West 47th Street; thence north on said west line 829.50 feet to a point which is 464.87 feet south of the north line of the southwest quarter of the southwest quarter of said section; thence northeasterly to a point in a line parallel with and 15 feet east of the west line and 364.87 feet south of the north line of the east half of said southwest quarter of the southwest quarter section; thence north on said parallel line 107.37 feet to a point of a curve, said point being 257.5 feet south of the north line of said southwest quarter of the southwest quarter section; thence along a semicircle convex to the north with a radius of 242.5 feet a distance of 761.83 feet to a point which is 257.5 feet south of the north line of said southwest quarter of the southwest quarter section; thence east 14.42 feet to a point which is 257.5 feet south of the north line and 150 feet west of the east line of said southwest quarter of the southwest quarter section; thence south a distance of 905.61 feet, more or less, on a line parallel with said east line to the north line of the south 5 acres of the southwest quarter of the southwest quarter of section; thence west 8 feet to the east line of Lot 4 in subdivision of the south 5 acres of said southwest quarter of the southwest quarter section; thence south on the east line of said Lot 4, 131 feet to the north line of West 47th Street, being 33 feet north of the south line of said southwest quarter; thence west along the north line of West 47th Street, 506.07 feet more or less, to the point of beginning, in Cook County, Illinois.
Commonly Known As:

2300 West 47th Street.

Permanent Index Numbers:

20-06-302-013;
20-06-302-018;
20-06-302-020; and
20-06-302-026.

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

AMENDMENT OF TITLE 11, CHAPTER 4, SECTION 1520 OF MUNICIPAL CODE OF CHICAGO BY EXTENSION OF MORATORIUM ON ISSUANCE OF PERMITS FOR CREATION OR EXPANSION OF LANDFILLS OR LIQUID WASTE HANDLING FACILITIES.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:


To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having held a meeting on December 14, 2004, and having had under consideration one ordinance introduced by Alderman Pope authorizing an amendment to
Chapter 11-4-1520 of the Municipal Code of the City of Chicago regarding extending the landfill moratorium until February, 2007, 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 members of the Committee.

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
Chairman.

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


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 11-4-1520 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

11-4-1520 Permit -- Application.

* * * *
(Subsections (A) through (E) and subsection (G) of Section 11-4-1520 are not affected by this amendment and are not shown here for editorial convenience.)

* * * * *

(F) Prior to February 1, 2005, notwithstanding any provision of this chapter: (1) no permit shall be issued nor modification of any permit allowed for the expansion of any existing sanitary landfill or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, and (2) no permit shall be issued for the creation or operation of a new sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal. The commissioner shall not issue or modify any permit subject to the restrictions in Section 11-4-1520(F) to any person including any applicant whose application was pending prior to the passage of this ordinance.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

__________________________

COMMITTEE ON HOUSING AND REAL ESTATE.

__________________________

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:


To the President and Members of the City Council:
Your Committee on Housing and Real Estate, to which was referred proposed ordinances by the Commissioner of Planning and Development accepting bids to purchase various city-owned properties, 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:


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):

9101 -- 9103 South Ellis Avenue.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 9101 -- 9103 South Ellis Avenue, Chicago, Illinois, and which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and
WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: Doheny Builders, Inc. -- Thirty-eight Thousand Two Hundred and no/100 Dollars ($38,200.00); ANE Properties, L.L.C. -- Thirty Thousand and no/100 Dollars ($30,000.00); and Gen One Group, Inc. -- Twenty-one Thousand Two Hundred Seven and no/100 Dollars ($21,207.00); and

WHEREAS, D.P.D. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of the Doheny Builders, Inc., the highest bidder, be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Doheny Builders, Inc. (the "Purchaser"), 9830 South Lawndale Avenue, Evergreen Park, Illinois 60805, to purchase the Property for Thirty-eight Thousand Two Hundred and no/100 Dollars ($38,200.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. D.P.D. is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and offer the Property to the next highest bidder.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description:

Lots 47 and 48 in Block 6 in Baird & Rowland's Subdivision of Blocks 1 to 8, both inclusive, in Calumet and Chicago Canal & Dock Co.'s Subdivision of part of the west half of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 6627 South Green Street, Chicago, Illinois and which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: Morris Zodie Perry -- Seven Thousand Twenty-five and no/100 Dollars ($7,025.00); Frank E. Lemond -- Six Thousand Two Hundred and no/100 Dollars ($6,200.00); Ryan D. Witt -- Six Thousand One Hundred Thirteen and no/100 Dollars ($6,113.00); ANE Properties, L.L.C. -- Five Thousand One Hundred and no/100 Dollars ($5,100.00); and Cesar E. Edery -- Four Thousand Three Hundred Forty and no/100 Dollars ($4,340.00); and

WHEREAS, D.P.D. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of Morris Zodie Perry, the highest bidder, be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Morris Zodie Perry (the "Purchaser"), 8319 South Winchester Avenue, Chicago, Illinois 60620, to purchase the Property for Seven Thousand Twenty-five and no/100 Dollars ($7,025.00).

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 Purchaser,
or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. D.P.D. is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and offer the Property to the next highest bidder.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description:

Lot 58 in Wheeler's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6627 South Green Street
Chicago, Illinois 60621.

Property Index Number:

20-20-231-010.

9015 South Greenwood Avenue.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D"), is the owner of the vacant parcel of property located at 9015
South Greenwood Avenue, Chicago, Illinois and which is legally described on Exhibit “A” attached hereto (“Property”); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: Michael F. Spellman -- Thirty-six Thousand Two Hundred and no/100 Dollars, ($36,200.00); ANE Properties, L.L.C. -- Thirty-four Thousand and no/100 Dollars ($34,000.00); and Gen One Group, Inc. -- Twenty-seven Thousand Five Hundred One and no/100 Dollars ($27,501.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of Michael F. Spellman, the highest bidder, be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael F. Spellman (the “Purchaser”), 14207 South 85th Avenue, Orland Park, Illinois 60462, to purchase the Property for Thirty-six Thousand Two Hundred and no/100 Dollars ($36,200.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. D.P.D. is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser’s deposit check as liquidated damages and offer the Property to the next highest bidder.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit “A” referred to in this ordinance reads as follows:
Exhibit “A”.

Legal Description:

Lots 11 and 12 in Block 4 in Baird and Rowland’s Subdivision of Blocks 1 to 8 of Calumet and Chicago Canal & Dock Company’s Subdivision of part of the northwest quarter and part of the southwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

9015 South Greenwood Avenue
Chicago, Illinois 60619.

Property Index Numbers:

25-02-117-010 and 011.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development (“D.P.D.”), is the owner of the vacant parcel of property located at 9122 South Greenwood Avenue, Chicago, Illinois and which is legally described on Exhibit “A” attached hereto (“Property”); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: Michael F. Spellman -- Thirty-six Thousand Two Hundred and no/100 Dollars ($36,200.00); ANE Properties, L.L.C. -- Thirty-four Thousand and no/100 Dollars ($34,000.00); and Gen One Group, Inc. -- Twenty-seven Thousand Five Hundred One and no/100 Dollars ($27,501.00); and

WHEREAS, D.P.D. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of Michael F. Spellman, the highest bidder, be accepted by the City Council; now, therefore,
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby accepts the bid of Michael F. Spellman (the "Purchaser"), 14207 South 85th Avenue, Orland Park, Illinois 60462, to purchase the Property for Thirty-six Thousand Two Hundred and no/100 Dollars ($36,200.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. D.P.D. is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser’s deposit check as liquidated damages, and offer the Property to the next highest bidder.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit “A” referred to in this ordinance reads as follows:

Exhibit “A”.

Legal Description:

Lots 10 and 11 in Block 7 in Baird and Rowland’s Subdivision of Blocks 1 to 8, inclusive, in the Calumet and Chicago Canal & Dock Company’s Subdivision of part of the northwest quarter of part of the southwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

9122 South Greenwood Avenue
Chicago, Illinois 60619.
Property Index Numbers:

25-02-304-031 and -032.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D"), is the owner of the vacant parcel of property located at 9149 South University Avenue, and which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by ANE Properties, L.L.C., 5225 West Touhy Avenue, Skokie, Illinois 60077 (the "Purchaser") in the amount of Fourteen Thousand and no/100 Dollars ($14,000.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Purchaser in the amount of Fourteen Thousand and no/100 Dollars ($14,000.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages and re-offer the Property for sale in accordance with its standard procedures.
SECTION 4. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description:

Lot 25 in William V. Jacob's Subdivision of the east half of the northeast quarter of the northeast quarter of the southwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

9149 South University Avenue
Chicago, Illinois 60619.

Property Index Number:

25-02-306-016.

11534 South Watkins Avenue.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 11534 South Watkins Avenue, and which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by Frank J. Mulvey, 10901 South Hamlin Avenue, Chicago,
Illinois 60655 (the “Purchaser”) in the amount of Fifteen Thousand One Hundred and no/100 Dollars ($15,100.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepted the bid of the Purchaser in the amount of Fifteen Thousand One Hundred and no/100 Dollars ($15,100.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser’s deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

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

Exhibit “A” referred to in this ordinance reads as follows:

"Exhibit “A”.

Legal Description:

Lot 7 (except the north 12½ feet) in Block 2 in Vincennes Road Addition to Washington Heights, being a subdivision of the west half of the southeast quarter of Section 19 and that part lying east of a dummy tract of the east half of the southwest quarter of Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 11714 South Watkins Avenue, Chicago, Illinois and which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: Frank J. Mulvey -- Twenty Thousand One Hundred and no/100 Dollars ($20,100.00); and Lismany Builders, Inc. -- Eighteen Thousand Eight Hundred and no/100 Dollars ($18,800.00); and

WHEREAS, D.P.D. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of Frank J. Mulvey, the highest bidder, be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepted the bid of Frank J. Mulvey (the "Purchaser"), 10901 South Hamlin Avenue, Chicago, Illinois 60655, to purchase the Property for Twenty Thousand One Hundred and no/100 Dollars ($20,100.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.
SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. D.P.D. is further authorized to refund the deposit check to the unsuccessful bidder. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser’s deposit check as liquidated damages, and offer the Property to the next highest bidder.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit “A” referred to in this ordinance reads as follows:

Exhibit “A”.

Legal Description:

Lot 3 in Block 9 in Vincennes Road Addition, being a subdivision of the west half of the southeast quarter of Section 19 and that part lying east of a dummy track of the southwest quarter of Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

11714 South Watkins Avenue
Chicago, Illinois 60643.

Property Index Numbers:

25-19-410-017 and -018.

11718 South Wentworth Avenue.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at
WHEREAS, the Property is located at 11718 South Wentworth Avenue, and which is legally described on Exhibit “A” attached hereto (“Property”); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, in response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by Laura A. Hicks, 11409 Foxwoods Drive, Oak Lawn, Illinois 60453 (the “Purchaser”) in the amount of Eighteen Thousand and no/100 Dollars ($18,000.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Purchaser in the amount of Eighteen Thousand and no/100 Dollars ($18,000.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser’s deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

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

Exhibit “A” referred to in this ordinance reads as follows:

“Exhibit “A”.

Legal Description:

Lots 43 and 44 in Block 1 in Thomas Scanlan’s Addition to Pullman, being a subdivision of the east 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:

11718 South Wentworth Avenue
Chicago, Illinois 60628.

Property Index Number:

25-21-417-047.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 11803 -- 11805 South Wentworth Avenue, and which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by Laura A. Hicks, 11409 Foxwoods Drive, Oak Lawn, Illinois 60453 (the "Purchaser") in the amount of Twenty-two Thousand and no/100 Dollars ($22,000.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepted the bid of the Purchaser in the amount of Twenty-two Thousand and no/100 Dollars ($22,000.00).
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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

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

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

"Exhibit "A".

Legal Description:

The west 12.5 feet of Lot 8 and all of Lots 9 and 10 in Block 9 in James R. Mann's Addition to Pullman, a subdivision of Blocks 7, 8 and 9 in Allen's Subdivision of the west 49 acres of the east half of the southeast quarter of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

11803 -- 11805 South Wentworth Avenue
Chicago, Illinois 60628.

Property Index Number:

25-21-426-001.

7957 South Woodlawn Avenue.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 7957 South Woodlawn Avenue.
South Woodlawn Avenue, Chicago, Illinois and which is legally described on Exhibit “A” attached hereto (“Property”); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: ANE Properties, L.L.C., an Illinois limited liability company -- Seventeen Thousand Five Hundred and no/100 Dollars ($17,500.00); and Donald Finn -- Fourteen Thousand and no/100 Dollars ($14,000.00); and

WHEREAS, D.P.D. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of ANE Properties, L.L.C., the highest bidder, be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepted the bid of ANE Properties, L.L.C. (the "Purchaser"), 5225 West Touhy Avenue, Suite 216, Skokie, Illinois 60077, to purchase the Property for Seventeen Thousand Five Hundred and no/100 Dollars ($17,500.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. D.P.D. is further authorized to refund the deposit check to the unsuccessful bidder. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser’s deposit check as liquidated damages, and offer the Property to the next highest bidder.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Legal Description:

The south 34 feet of Lot 24 in Block 107 in Cornell, being a subdivision of the west half of Section 26, the southeast quarter of Section 26, with the exception of the east half of the northeast quarter of said southeast quarter, the north half of the north quarter and the south half of the northwest quarter west of the Illinois Central Railroad, and the northwest quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7957 South Woodlawn Avenue
Chicago, Illinois 60620.

Property Index Number:


1051 West 111th Street.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 1051 West 111th Street, and which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by Bill Williams, 12531 South Michigan Avenue, Chicago, Illinois 60628 (the "Purchaser") in the amount of Six Thousand Five Hundred and no/100 Dollars ($6,500.00); and
WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Purchaser in the amount of Six Thousand Five Hundred and no/100 Dollars ($6,500.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser’s deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

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

Exhibit “A” referred to in this ordinance reads as follows:

Exhibit “A”.

Legal Description:

Lot 17 in Nils Olson’s Subdivision of Block 18 in Street’s Subdivision of the west half of the southeast quarter of Section 17 and the north 20 acres of the northwest quarter of the northeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1051 West 111th Street
Chicago, Illinois 60643.
WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 1423 West 111th Street, and which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by Laura Marie Chwaryaski, 6045 North Overhill Avenue, Chicago, Illinois 60631 (the "Purchaser") in the amount of Fourteen Thousand Five Hundred and no/100 Dollars ($14,500.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Purchaser in the amount of Fourteen Thousand Five Hundred and no/100 Dollars ($14,500.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.
SECTION 4. This ordinance shall take effect upon its passage and approval.

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

Exhibit “A”.

Legal Description:
Lot 10 in Block 42, in Roger’s Resubdivision of Blocks 42, 43, Lots 1 to 16 in Block 44, Lots 21 to 26 in Block 58, Blocks 60, 61, 62 (except Lots 8 to 14 and 46), Block 63 (except Lots 1 to 14) and Blocks 80, 81, 82, 83, 84 and 85 in Washington Heights, in the west half of the northwest quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, according to a map of said Roger’s Resubdivision recorded in the Recorder’s Office of Cook County, Illinois, April 10, 1873, as Document Number 94881 in Book 4 of Plats, page 47, in Cook County, Illinois.

Address:
1423 West 111th Street
Chicago, Illinois 60643.

Property Index Number:

300 West 115th Street.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 300 West 115th Street, and which is legally described on Exhibit “A” attached hereto ("Property"); and
WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by Laura Marie Chwarzyaski, 6045 North Overhill Avenue, Chicago, Illinois 60631 (the "Purchaser") in the amount of Thirteen Thousand Five Hundred and no/100 Dollars ($13,500.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Purchaser in the amount of Thirteen Thousand Five Hundred and no/100 Dollars ($13,500.00).

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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

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

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

Exhibit "A".

Legal Description:

Lot 19 in Block 6 in Sherman & Kurtz’s Roseland Park Addition to Pullman, a subdivision of the southwest quarter of the northeast quarter (except railroad) in
Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

300 West 115th Street
Chicago, Illinois 60628.

Property Index Number:

25-21-225-041.

WHEREAS, The City of Chicago, acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 349 West 115th Street, and which is legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the Chicago Sun-Times for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one (1) conforming sealed bid by Ryan D. Witt, 7349 West Lill, Niles, Illinois 60714 (the "Purchaser") in the amount of Five Thousand Seven Hundred One and no/100 Dollars ($5,701.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Purchaser in the amount of Five Thousand Seven Hundred One and no/100 Dollars ($5,701.00).
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 Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

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

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

Exhibit "A".

Legal Description:
Lot 7 in Block 2 in Howell Gano's Addition to Pullman, being a subdivision of the northwest quarter of the northwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:
349 West 115th Street
Chicago, Illinois 60628.

Property Index Number:
25-21-400-004.
The Committee on Housing and Real Estate submitted the following report:


To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred thirteen proposed ordinances by the Commissioner 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 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:


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):

6631 South Aberdeen Street.

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:

Hazel M. Brooks.

Address:

6633 South Aberdeen Street.

Bid Amount:

$700.00.

Legal Description:

Lot 13 in Block 15 in Weddell and Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Address:

6631 South Aberdeen Street.

Property Index Number:


8817 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:

Alice B. Chavez and Linda C. Reyna.

Address:

8819 South Buffalo Avenue.
Bid Amount:

$900.00.

Legal Description:

Lot 40 in Block 29 in the subdivision by Calumet & Chicago Canal & Dock Company of parts of Section 5 and Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8817 South Buffalo Avenue.

Property Index Number:

26-05-103-007-0000.

1931 South Central Park 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:

Michael A. Morgan.

Address:

1929 South Central Park Avenue.

Bid Amount:

$2,500.00.

Legal Description:

Lot 17 in Block 2 in Race and Pearson’s Subdivision of the west 15 acres of that part of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1931 South Central Park Avenue.

Property Index Number:

6429 South Greenwood 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:

Christa Patterson.

Address:

6427 South Greenwood Avenue.

Bid Amount:

$1,000.00.

Legal Description:

Lot 1 in C. W. Hoff's Subdivision of Lots 15 and 16 in Wadsworth Addition to Woodlawn, in Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Address:
6429 South Greenwood Avenue.

Property Index Number:

9106 South Greenwood 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:
Marlene B. Weary.

Address:
9108 South Greenwood Avenue.
Bid Amount:

$700.00.

Legal Description:

Lot 3 in Block 7 in Baird and Rowland’s Subdivision of Blocks 1 to 8, both inclusive, in the Calumet & Chicago Canal & Dock Company’s Subdivision of part of the northwest quarter and part of the southwest quarter of Section 2, Township 37 North, Range 14, as per plat recorded April 17, 1890 in Book 42 of Plats, page 20, as Document Number 1252412, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

9106 South Greenwood Avenue.

Property Index Number:

25-02-304-024-0000.

214 North Kildare 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:
Nancy Green.

Address:
216 North Kildare Avenue.

Bid Amount:
$1,120.00.

Legal Description:
Lot 23 in F. S. Tyrrell’s Subdivision of Block 20 in West Chicago Land Company’s Subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:
214 North Kildare Avenue.

Property Index Number:
16-10-413-021-0000.

855 North Massasoit 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:

Kelvin M. Brown and Teresa A. Brown.

Address:

851 North Massasoit Avenue.

Bid Amount:

$721.00.

Legal Description:

The north 17 feet of Lot 46 and the south 16 feet of Lot 47 in Block 14 in W. S. Walker's Subdivision of Blocks 14 and 15 in Alvin Salisbury's Subdivision of the east half of the southeast quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

855 North Massasoit Avenue.
Property Index Number:
16-05-429-002-0000.

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903 North Menard 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:
Yvette Jordan.

Address:
907 North Menard Avenue.

Bid Amount:
$1,150.00.
Legal Description:

Lot 26 in Snow and Mayhew’s Subdivision of Block 12, Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

903 North Menard Avenue
Chicago, Illinois.

Property Index Number:

16-05-420-016-0000.

3823 West Wilcox Street.

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:

William H. Banks, Jr. and Leola Banks.
Address:

3821 West Wilcox Street.

Bid Amount:

$1,050.00.

Legal Description:

Lot 13 in Block 5 in Tree's Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3823 West Wilcox Street
Chicago, Illinois.

Property Index Number:

16-14-105-012-0000.

3825 West Wilcox Street.

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:

Monnie A. Carter.

Address:

3829 West Wilcox Street.

Bid Amount:

$1,050.00.

Legal Description:

Lot 14 in Block 5 in Tree's Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3825 West Wilcox Street
Chicago, Illinois.

Property Index Number:

16-14-105-011-0000.
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:
Leicester W. Farmer.

Address:
3836 West Wilcox Street.

Bid Amount:
$840.00.

Legal Description:
The east 18 feet of Lot 37 and the west 10 feet of Lot 38 in Block 4 in Lambert Tree’s Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
3028 East 79th Place.

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:

Clifford and Brunetta Gale.

Address:

3026 East 79th Place.
Bid Amount:
$700.00.

Legal Description:

Lot 35 in Block 1 in J.R. Crocker's Addition to South Chicago Subdivision of the northwest quarter of the northeast quarter of the northeast quarter (except the south 390 feet of the west 25 feet thereof) in Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3828 East 79th Place
Chicago, Illinois.

Property Index Number:

21-31-204-032-0000.

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536 West 120th Street.

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:

Bernice Shelton.

Address:

538 West 120th Street.

Bid Amount:

$700.00

Legal Description:

Lot 2 in Block 8 in resubdivision of Lots 22, 23 and 24 Block 8 in West Pullman in the west half of the northeast quarter and the northwest quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

536 West 120th Street
Chicago, Illinois.

Property Index Number:

25-28-104-043-0000.
APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4080, 4082 AND 4084 SOUTH WELLS STREET TO A & A MIDWEST REBUILDERS SUPPLIERS INC.

The Committee on Housing and Real Estate submitted the following report:


To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a proposed ordinance by the Commissioner of Planning and Development authorizing a sale of city-owned property at 4080, 4082 and 4084 South Wells Street, 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:


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 the owner of the vacant parcel of property located at 4080, 4082 and 4084 South Wells Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, A & A Midwest Rebuilders Suppliers Inc., an Illinois corporation ("Grantee"), 4050 South Wentworth Avenue, Chicago, Illinois 60609, 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 Eighty-six Thousand and no/100 Dollars ($86,000.00).

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:
Legal Description:

Parcel 1.

Lot 3 in Block 7 in Hubbard, Crocker and Stone's Subdivision in the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4080 South Wells Street, Property Index Number 20-04-211-033).

Parcel 2.

Lot 4 in Block 7 in Hubbard, Crocker and Stone's Subdivision of 10 acres north of and adjoining the south three-eighths and east of and adjoining the west 22.5 acres of the north five-eighths of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4082 South Wells Street, Property Index Number 20-04-211-034).

Parcel 3.

Lot 5 in Block 7 in Hubbard, Crocker and Stone's Subdivision of the 10 acres north and adjoining the south three-eighths and east of and adjoining the west 22½ acres and the north five-eighths of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4084 South Wells Street, Property Index Number 20-04-211-035).

REPEAL OF PRIOR ORDINANCE AND APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 6209 SOUTH CLAREMONT AVENUE TO IPI PROPERTIES, L.L.C. UNDER PRESERVING COMMUNITIES TOGETHER PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

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 a transfer of city-owned property located at 6209 South Claremont Avenue pursuant to the Preserving Communities Together Program, 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:


Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has created the One Dollar Home Sales to Local Government Program ("Program"); and
WHEREAS, The City of Chicago (the "City") proposes to assist in the creation of owner-occupied housing by conveying parcels of property acquired from H.U.D. to qualified developers or not-for-profit organizations which will rehabilitate or construct housing on the parcels of property in compliance with the Chicago Building Code; and

WHEREAS, Pursuant to the Program, H.U.D. has conveyed to the City the parcel of property commonly known as 6209 South Claremont Avenue, Chicago, Illinois, and identified by Permanent Index Number 20-18-311-004 (the "Property"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council (the "City Council") of the City on April 9, 2003 and published in the Journal of the Proceedings of the City Council of the City of Chicago for such date at pages 106468 -- 106469, Clara Kirk, an individual (the "Original Developer"), was approved by the City Council to participate in the City's Preserving Communities Together Program ("P.C.T. Program"); and

WHEREAS, The Original Developer has indicated to the City her inability to rehabilitate the Property as contemplated and has no objection to the City conveying the Property to another developer for rehabilitation; and

WHEREAS, IPI Properties, L.L.C., an Illinois limited liability company (the "Purchaser") has informed the City's Department of Housing ("D.O.H.") of its desire to acquire the Property and has submitted an application to D.O.H. to purchase the Property from the City and to rehabilitate the building situated on the Property for single-family housing in accordance with the provisions of the P.C.T. Program; and

WHEREAS, D.O.H. has reviewed the Purchaser's application and has recommended that the City Council repeal the conveyance of the Property to the Original Developer and approve the conveyance of the property to the Purchaser for the purpose of rehabilitating the building situated thereon in accordance with the P.C.T. Program; and

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) 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 ordinance adopted on April 9, 2003 and approving the conveyance of the Property to the Original Developer is hereby repealed.
SECTION 2. The sale of the Property to the Purchaser in the amount of Two Thousand Five Hundred and no/100 Dollars ($2,500.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Purchaser. The Commissioner of D.O.H. is authorized to negotiate and execute a redevelopment agreement with the Purchaser, and such other documents which may be required or necessary to implement the intent and objectives of the P.C.T. Program, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party or is comprised of the same principal parties, subject to the approval of the Corporation Counsel.

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

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 2041 -- 2047 WEST DIVISION STREET TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH BETANCOURT PROPERTIES, INC.

The Committee on Housing and Real Estate submitted the following report:


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 property to Betancourt Properties, Inc., 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:


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 any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns that certain property commonly known as 2041 -- 2047 West Division Street, Chicago, Illinois (Property Index Number 17-06-303-006) ("Property"); and

WHEREAS, The Department of Planning and Development ("Department") issued an R.F.P. for the Property on August 25, 2003, advertised the City's intention to sell the Property in a local newspaper and delivered R.F.P.s to interested developers; and

WHEREAS, Based upon staff and community review, the Department determined that the proposal of Betancourt Properties, Inc., an Illinois corporation ("Developer"),
to construct a mixed-use building consisting of two (2) ground floor commercial spaces and nine (9) residential units with attendant parking and a green roof on the Property was, most responsive to the R.F.P.; and

WHEREAS, The City Council of the City has determined that the Developer's proposed Project will be of substantial benefit to the surrounding community; 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 One Million One Hundred Thousand and no/100 Dollars ($1,100,000.00) is hereby approved upon the express condition that a redevelopment agreement be entered into between the City and the Developer. The Commissioner of the Department is authorized to enter into a redevelopment agreement with the Developer, substantially in the form attached hereto as Exhibit A, and to execute 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 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 a business entity of which the Developer is the sole controlling party, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall take effect 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 ("City"), acting by and through its Department of Planning and Development ("D.P.D."), having its principal offices at City Hall, 121
Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 2041 -- 2047 West Division Street, Chicago, Illinois 60622, which is legally described on (Sub)Exhibit A attached hereto and incorporated herein (the “Property”); and

Whereas, The Developer intends to construct a mixed-use building consisting of two (2) ground floor commercial spaces and nine (9) residential units with attendant parking and a green roof on the Property, as more fully described on (Sub)Exhibit B attached hereto (“Improvements” or “Project”); 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 One Million One Hundred Thousand and no/100 Dollars ($1,100,000.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion, less the Earnest Money (as defined in Section 3.A). Except as specifically provided herein to the contrary, Purchaser shall pay all closing costs.

Section 3.

Earnest Money And Performance Deposit.

A. Earnest Money. The Developer has previously deposited with the City the amount of Fifty-five Thousand and no/100 Dollars ($55,000.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing (as defined in Section 4.D. below).

B. Performance Deposit. The Developer has previously deposited with the City an additional amount of Fifty-five Thousand and no/100 Dollars ($55,000.00) as security for the performance of its obligations of this Agreement ("Performance Deposit") which will be retained by the City until a Certificate of Completion (as described in Section 9 below) has been issued by the City.

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 January 31, 2005, or on such later 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 and 8 are all satisfied, and (ii) any later than March 1, 2005 (the “Outside Closing Date”). Failure by the Developer to close by the aforementioned date shall be considered an “Event of Default” as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of D.P.D. shall have the right to unilaterally extend the Closing Date.

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than January 3, 2005, 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 (1) 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 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 stating the following:

i. The Developer is a corporation duly organized and validly existing under the laws of the State of Illinois, has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business as described in its Articles of Incorporation and to execute and deliver, and to consummate the transactions contemplated by, this Agreement.

ii. Under the Articles of Incorporation, the President of the Developer has requisite power and authority to execute and deliver this Agreement and all other documents required to be executed by the Developer in connection with this Agreement and to perform its obligations hereunder.

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

iv. There is no action, suit or proceeding at law or in equity pending, nor to the Developer’s knowledge threatened, against or affecting the Developer or the Property, before any court or before any governmental or
administrative agency, which if adversely determined could materially and adversely affect the Developer's ability to perform under this Agreement or any of its business or properties or financial or other conditions.

v. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not constitute:

(a) a violation or breach of (i) the Articles of Incorporation of the Developer, (ii) any provision of any contract or other instrument to which the Developer is a party or by which the Developer or the Property are bound, or (iii) any order, writ, injunction, decree, statute, rule or regulation binding on the Developer or the Property or

(b) a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance (other than as permitted in this Agreement) upon any of the property of the Developer, including the Property, pursuant to any agreement or other instrument to which the Developer is a party or by which the Developer or the Property are bound.

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 Northern District Illinois, 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 Two Million Three Hundred Seventeen Thousand and no/100 Dollars ($2,317,000.00) (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 equity and loan funds committed and available and 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 renderings prepared by Fajardo & Fajardo Ltd., dated October, 2003 and October 15, 2004, and the site plans and architectural drawings prepared pursuant thereto, 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., which shall be in D.P.D.’s sole discretion. A deviation that changes the square footage of any dwelling unit by more than five percent (5%), changes the number of dwelling units in the Project or changes the basic use of the Property shall be deemed material. 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 signage and barricades, which approval shall not be unreasonably withheld or delayed. Upon start of construction, and with D.P.D.'s consent, a sales trailer may also be erected on the property.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under Section 19.

F. 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 April 1, 2005, or (b) construction be completed
later than December 30, 2005. 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, codes, and recorded encumbrances and restrictions.

Section 9.

Certificate Of Completion.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. 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. 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 issuance 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 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 of the Property or the dwelling units comprising the Improvements.
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 (except for the sale and conveyance of the dwelling units to private purchasers) 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 members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale (except for the sale and conveyance of the dwelling units to private purchasers), 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).

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.

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) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) 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.

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.

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 by the City 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 determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;

(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.

In addition to, and without in any way limiting the City’s rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

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 dwelling unit, or against such dwelling 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) worker’s compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all 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 Developer’s 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 during the construction period:

(i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual
orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, and provide that contracts for work in connection with the construction of the 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 2-92-330 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 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. 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 for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the “Procurement Program”) and (b) the Minority- and Women- Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the “Construction Program”, and collectively with the Procurement Program, the “M.B.E./W.B.E Program”), 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 the Project, the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit D hereto) shall be expended for contract participation by minority-owned businesses (“M.B.E.s”) and by women-owned businesses (“W.B.E.s”):

(1) At least twenty-four percent (24%) by M.B.E.s; and

(2) At least four percent (4%) by W.B.E.s.

(ii) For purposes of this Section 19.C. only:

(a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a “contractor” and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a “contract” or a “construction contract” as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(b) The term “minority-owned business or “M.B.E.” shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) The term “women-owned business” or “W.B.E.” shall mean a business identified in the Directory of Certified Women Business
Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer’s 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 (1) or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (a) the M.B.E. or W.B.E. participation in such joint venture, or (b) 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 the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one (1) or more M.B.E.s or W.B.E.s; by the purchase of materials or services 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. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.P.D.

(iv) The Developer shall deliver quarterly reports to the City’s monitoring staff 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 the City’s monitoring staff in determining the Developer’s compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City’s monitoring staff shall have access to all such records maintained by the Developer, on five (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.

(v) 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 (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(vi) Any reduction or waiver of the Developer’s M.B.E./W.B.E. commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall meet with the City’s monitoring staff with regard to the Developer’s compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City’s monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City’s monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City’s monitoring staff, including the following: (a) M.B.E./W.B.E. utilization plan and record; (b) subcontractor’s activity report; (c) contractor’s certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City’s monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor or (3) seek any other remedies against the Developer available at law or in equity.
Section 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:  
Betancourt Properties, Inc.  
2131 West Division Street  
Chicago, Illinois 60622  
Attention: Joseph Betancourt  
Daniel Lauer  
Lauer & Associates  
1424 West Division Street  
Chicago, Illinois 60622

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 limited liability company 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.

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.

Section 30.

Patriot Act Certification.

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

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 31.

Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in
writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) 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 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 transaction contemplated hereby.

Section 32.

Governing Law.

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

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

City of Chicago, an Illinois municipal corporation, acting by and through its Department of Planning and Development

By: ________________________________
    Denise M. Casalino, P.E.,
    Commissioner

Betancourt Properties, Inc., an Illinois corporation

By: ________________________________
    Its: ________________________________
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 ____________, _____.

__________________________________________
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 Betancourt Properties, 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/she signed and delivered the foregoing instrument pursuant to authority given by Betancourt Properties, Inc., as his/her free and voluntary act and as the free and voluntary act and deed of Betancourt Properties, Inc., for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of ____________, _____.

__________________________________________
Notary Public
[(Sub)Exhibits "C" and "D" referred to in this Agreement with Betancourt Properties, Inc. for the Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibits “A” and “B” referred to in this Agreement with Betancourt Properties, Inc. for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit “A”.
(To Agreement With Betancourt Properties, Inc. For Sale And Redevelopment Of Land)

Legal Description Of Property.
(Subject To Title And Survey)

Lots 18, 19 and 20 in subdivision of the north part of Block 1 in Suffern’s Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:
2041 -- 2047 West Division Street.

Permanent Index Number:
17-06-303-006-0000.

(Sub)Exhibit “B”.
(To Agreement With Betancourt Properties, Inc. For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Developer shall construct a mixed-use structure consisting of two (2) ground floor commercial spaces and nine (9) residential units totaling approximately nineteen thousand one hundred sixty-five (19,165) square feet. The Project shall
also contain twenty-four (24) parking spaces and an accessible green roof covering seventy-five percent (75%) of the roof surface portion of the structure. The Project entails full masonry construction, limestone detailing on facades with landscaping at all levels.

DESIGNATION OF CHICAGO MATTRESS COMPANY AS PROJECT DEVELOPER, APPROVAL FOR NEGOTIATED SALE AND CONVEYANCE OF CITY PARCEL AT 4133 WEST KINZIE STREET AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT.

The Committee on Housing and Real Estate submitted the following report:


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 a sale of property to Chicago Mattress Company, 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:

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 has established the Community Development Commission (the "C.D.C.") to, among other things, designate redevelopment areas, approve redevelopment plans and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on December 2, 1998 and published at pages 86178 through 86360 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 Northwest Industrial 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 December 2, 1998 and published at pages 86361 through 86378 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 December 2, 1998, and published at pages 86379 through 86395 in the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the T.I.F. Area incurred pursuant to the T.I.F. Plan; and
WHEREAS, The City is the owner of the vacant parcel of property located at 4133 West Kinzie Street, Chicago, Illinois, 60624, which is legally described on Exhibit A attached hereto (the "Property"), and which is located in the T.I.F. Area; and

WHEREAS, Chicago Mattress Company, an Illinois corporation (the "Developer"), whose offices are located at 4107 West Kinzie Street, Chicago, Illinois 60624, has submitted a proposal to the Department of Planning and Development ("D.P.D.") to purchase the Property for Fifteen Thousand and no/100 Dollars ($15,000.00); and

WHEREAS, The Developer owns the real property located adjacent to the Property and operates a thirty-seven thousand (37,000) square foot warehouse thereon; and

WHEREAS, The Developer has proposed to construct a five thousand (5,000) square foot addition to its existing warehouse (the "Project") on the Property; 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-82, adopted on September 28, 2004, the C.D.C. authorized D.P.D. 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 were received; and

WHEREAS, Public notices 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 October 4, October 11 and October 17, 2004; and

WHEREAS, Because D.P.D. did not receive any other responsive proposals for the redevelopment of the Property within the deadline indicated in the aforesaid notices, pursuant to Resolution Number 04-CDC-82, C.D.C. has recommended that the City convey the Property to the Developer for redevelopment for the Project and that the City Council authorize D.P.D. to negotiate, execute and deliver on behalf of the City the Redevelopment 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 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 Fifteen Thousand and no/100 Dollars ($15,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of D.P.D. 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 on behalf of the City the Redevelopment Agreement and such other 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. 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 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 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.
(Subject To Final Survey And Title Commitment)

Lot 14 in Block 2 in subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ___ day of ____________, 200___, 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 Chicago Mattress Company, an Illinois corporation ("Developer"), whose offices are located at 4107 West Kinzie Street, Chicago, Illinois 60624.

Recitals:

Whereas, The Developer desires to purchase from the City certain real property located at 4133 West Kinzie Street, Chicago, Illinois, 60624, which is legally described on (Sub)Exhibit A attached hereto (the "Property"); and

Whereas, The Property is located in a redevelopment area known as the Northwest Industrial Corridor Tax Increment Financing Redevelopment Project Area ("Redevelopment Area"); and

Whereas, The Developer owns the real property located adjacent to the Property and operates a thirty-seven thousand (37,000) square foot warehouse thereon; and

Whereas, The Developer intends to use the Property to construct a five thousand (5,000) square foot addition to the existing warehouse (the "Project"), which Project is consistent with the Northwest Industrial Corridor Tax Increment Financing Redevelopment Plan and Project ("Redevelopment Plan"); and
Whereas, The City Council, pursuant to an ordinance adopted on ____________,
200__, and published at pages ___ through ___ in the Journal of the Proceedings
of the City Council of the City of Chicago of such date, 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 Fifteen Thousand and no/100 Dollars ($15,000.00)
(“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 3.1). Except as specifically provided herein to the contrary, the
Developer shall pay all closing costs.

Section 3.
Earnest Money And Performance Deposit.

3.1 Earnest Money.

Upon the execution of this Agreement by the Developer, the Developer shall
deposit with the City the amount of Seven Hundred Fifty and no/100 Dollars
($750.00) (“Earnest Money”), which shall be credited against the Purchase Price at
the Closing (as defined in Section 4.4 below).
3.2 Performance Deposit.

Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Seven Hundred Fifty and no/100 Dollars ($750.00), 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).

3.3 Interest.

The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

Section 4.

Conveyance Of Property.

4.1 Form Of Deed.

The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

(a) Redevelopment Plan for the Redevelopment Area;
(b) standard exceptions in an ALTA title insurance policy;
(c) general real estate taxes and any special assessments or other taxes;
(d) easements, encroachments, covenants and restrictions of record and not shown of record; and
(e) such other title defects as may exist.

4.2 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. The Developer shall be solely responsible for and shall pay all costs associated with updating the
title commitment, and obtaining title insurance, extended coverage or any other endorsements it deems necessary.

4.3 Survey.

The Developer shall be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

4.4 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, within thirty (30) days after the publication in the Journal of the Proceedings of the City Council of the City of Chicago of the ordinance authorizing the sale of the Property, or on such date and at such place as the parties mutually agree upon in writing; provided, however, in no event shall the Closing occur (a) unless and until the Developer has satisfied all conditions precedent set forth in Section 5, and (b) any later than June 1, 2005 (the "Outside Closing Date").

4.5 Recording Costs.

The Developer shall pay to record the Deed, this Agreement and any other documents incident to the conveyance of the Property to the Developer.

Section 5.

Conditions To The City's Obligation To Close.

The obligations of the City under this Agreement are contingent upon each of the following:

5.1 Building Permit.

The Developer shall apply for a building permit for the Project no later than fourteen (14) days after the City Council authorizes the sale of the Property, and shall deliver evidence of such application (i.e., an application number) at least fourteen (14) days prior to the Closing.
5.2 Project Budget; Proof Of Financing.

The total project budget is currently estimated to be Seventy-nine Thousand Nine Hundred Fifty Dollars ($79,950) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing, the Developer shall submit to D.P.D. 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 Project (i.e., statements showing Developer's equity and binding commitment letters from the Developer's lenders, if any).

5.3 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. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies for the period commencing on the closing through the date the City issues the Certificate of Completion. This Section 5.3 shall survive the Closing.

If any conditions in this Section 5 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder, or delay the Closing until such time as the Developer complies with this Section 5.

Section 6.

Construction Requirements.

6.1 Site Plans.

The Developer shall construct the Project on the Property in accordance with the site plans and architectural drawings prepared by Fajardo & Fajardo Limited, dated ___________, 200__, which have been approved by D.P.D. and which are attached hereto as (Sub)Exhibit B ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of D.P.D.. If 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.
6.2 Relocation Of Utilities, Curb Cuts And Driveways.

The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) 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.

6.3 Inspection By The City.

After the Closing, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local laws, ordinances, codes and regulations.

6.4 Barricades And Signs.

Promptly after the execution of this Agreement, 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, codes 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. The Developer shall erect all signs and barricades in such a way as to not interfere with or affect any bus stop or train station in the vicinity of the Property.

6.5 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 D.P.D.'s approval 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, or their compliance with any laws, ordinances, codes, regulations, private covenants and restrictions of record, or any agreement affecting the Property or any part thereof. 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 Improvements.

The Developer shall commence construction of the Project no later than June 1, 2005, and, except as otherwise provided in this Agreement, shall complete the Project (as evidenced by the issuance of a certificate of completion) no later than December 1, 2006. D.P.D. shall have discretion to extend the above construction commencement and construction completion dates 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 Project shall be constructed in accordance with the Drawings and all applicable federal, state and local laws, ordinances, codes and regulations.

Section 9.

Certificate Of Completion.

Upon the completion of the Project in accordance with this Agreement, the Developer shall request from the City a certificate of completion ("Certificate of Completion"). 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 Project. 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 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:

10.1

Shall devote the Property to a use which complies with the Redevelopment Plan until the Redevelopment Plan expires.

10.2

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 Project.

The Developer acknowledges and agrees that the use restrictions set forth in the preceding sentences constitute material, bargained for consideration for the City and that, but for such use restrictions, and notwithstanding any uses permitted under any other applicable zoning, the City would not have agreed to convey the Property to the Developer.

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).

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 acquisition and construction financing approved by D.P.D. pursuant to Section 5.2 hereof.

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 approved by D.P.D. pursuant to Section 5.2 hereof shall not itself be obligated to construct or complete the Project 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 Project, 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 (Commencement and Completion of Improvements), 10 (Restrictions on Use), 11 (Prohibition Against Transfer of Property) and 12 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 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 covenant contained in Section 10.1 shall terminate when the Redevelopment Plan expires; the covenant contained in Section 10.2 shall have no limitation as to time.

Section 15.

Performance And Breach.

15.1 Time Of The Essence.

Time is of the essence in the Developer’s performance of its obligations under this Agreement.

15.2 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.

15.3 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). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 15.4 (d), (f) and (i).

15.4 Event Of Default.

The occurrence of any one (1) or more of the following shall constitute an “Event of Default” under this Agreement:

(a) the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or

(b) the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct; or

(c) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

(d) the Developer abandons or substantially suspends construction of the Project; or

(e) the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers’ or mechanics’ lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or

(f) the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

(g) there is a change in Developer’s financial condition or operations that would materially affect the Developer’s ability to complete the Project; or

(h) the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or
15.5 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.

15.6 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 in the time period provided for herein, 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, but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land.

15.7 Resale Of The Property.

Upon the revesting in the City of title to the Property as provided in Section 15.6, the City shall employ its best efforts to convey the Property (subject to any first mortgage lien) to a qualified and financially responsible party reasonably acceptable to the first mortgagee who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

15.8 Disposition Of Resale Proceeds.

If the City sells the Property as provided for in Section 15.7, the net proceeds from the sale shall be utilized to reimburse the City for:

(a) 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
(b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(c) 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

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property. In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

15.9 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 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.

18.1 “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”.

18.2 Right Of Entry.

(a) The Developer shall have the right to request a right of entry for the purpose of investigating the soil and environmental condition of 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 right of entry shall be contingent upon the Developer obtaining all necessary permits for such testing and the following types and amounts of insurance: (a) 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; (b) 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 (c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all 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.

(b) The Developer shall carefully inspect the Property prior to the commencement of any due diligence 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 or other due diligence 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).

(c) The Developer shall 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 the Developer's environmental consultant determines that contamination exists on the Property to such an extent 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, the Developer shall be deemed satisfied with the condition of the Property.

(d) 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).

(e) 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.


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:

(a) 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 the foregoing grounds, 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 the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.

(c) 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.

(d) 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.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) 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.

(f) Failure to comply with the employment obligations described in this Section 19.1 shall be a basis for the City to pursue remedies under the provisions of Section 15.
19.2 City Resident Employment Requirement.

(a) 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 2-92-330 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 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.

(b) 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 Chief Procurement Officer of the City of Chicago.

(c) “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.

(d) 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 personal documents supportive of every Chicago employee’s actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) to D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first (1st) time that an employee’s name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee’s name.

(f) The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, D.P.D., 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.

(g) At the direction of D.P.D., 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.
(h) 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.

(i) 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 15.3, 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.

(j) 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.

(k) The Developer shall cause or require the provisions of this Section 19.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

19.3 Developer’s M.B.E./W.B.E. Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the “Procurement Program”), and (ii) the Minority- and Women-Owned Business Enterprise Construction
Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), 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 19.3, during the course of construction of the Project, at least twenty-four percent (24%) of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and at least four percent (4%) of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses ("W.B.E.s").

(b) For purposes of this Section 19.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "M.B.E." shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "W.B.E." shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, 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 (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 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 the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one (1) or more M.B.E.s or W.B.E.s; by the purchase of materials or
services 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 19.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.P.D.

(d) The Developer shall deliver quarterly reports to the City’s monitoring staff during the construction of 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 construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City’s monitoring staff in determining the Developer’s compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City’s monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, 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 construction of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. general contractor or subcontractor, if the disqualified party misrepresented such status, 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 Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer’s M.B.E./W.B.E. commitment as described in this Section 19.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the construction of the Project, the Developer shall meet with the City’s monitoring staff with regard to the Developer’s compliance with its obligations under this Section 19.3. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City’s
monitoring staff its plan to achieve its obligations under this Section 19.3, the sufficiency of which shall be approved by the City’s monitoring staff. During the construction of the Project, the Developer shall submit the documentation required by this Section 19.3 to the City’s monitoring staff, including the following: (i) subcontractor’s activity report; (ii) contractor’s certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that 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 the City’s monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 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 convenience of 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 and Land-Use Division

If To The Developer: Chicago Mattress Company
4107 West Kinzie Street
Chicago, Illinois 60624
Attention: Jerry Shifrin

with a copy to:

Gary Mages
102 Wilmot Road, Suite 410
Deerfield, Illinois 60015

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 facsimile transmission is confirmed as having occurred prior to 5:00 P.M. on a business day. If such transmission 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 not-for-profit 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. Developer shall pay the recording fees.

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.
Section 30.

Governing Law.

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

Section 31.

Patriot Act Certification.

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

As used in the above paragraph, an “Affiliate” shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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
Chicago Mattress Company, an Illinois corporation

By: ___________________________

Jerry Shifrin,
Its Vice President

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 ________________, 200__.

____________________________________
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 Jerry Shifrin, personally known to me to be the Vice President of Chicago Mattress Company, 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 said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my notarial seal this ___ day of ______________, 200__.

__________________________
Notary Public

[(Sub)Exhibit “A” referred to in this Agreement for the Sale and Redevelopment of Land with Chicago Mattress Company constitutes Exhibit “A” to the ordinance and is printed on pages 40091 through 40092 of this Journal.]

[(Sub)Exhibit “B” referred to in this Agreement for the Sale and Redevelopment of Land with Chicago Mattress Company unavailable at time of printing.]

AUTHORIZATION FOR NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 3418 -- 3420 WEST FULTON STREET TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH REDEVELOPMENT ENTERPRISES, INC. FOR CONSTRUCTION OF RESIDENTIAL BUILDINGS.

The Committee on Housing and Real Estate submitted the following report:


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 property to
Redevelopment Enterprises, Inc., 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:


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 any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and
WHEREAS, By Resolution Number 01-CDC-113 adopted on December 18, 2001, the Commission approved the redevelopment plan ("Redevelopment Plan") for the Chicago/Central Park Tax Increment Financing Redevelopment Project Area ("Redevelopment Area"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 27, 2002 and published at pages 79794 through 80002 in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of such date, the Redevelopment Plan for the Redevelopment Area was approved pursuant to Chapter 2-124-010 of the Municipal Code of the City; and

WHEREAS, Redevelopment Enterprises, Inc., an Illinois corporation (the "Developer") located at 430 Lake Cook Road, Deerfield, Illinois 60015, has offered to pay the City the sum of One Hundred Twenty Thousand and no/100 Dollars ($120,000.00), for the two (2) parcels of property commonly known as 3418 -- 3420 West Fulton Street, Chicago, Illinois, as more fully described in Exhibit A attached hereto (the "Parcels") on which the Developer intends to construct three (3) two (2) story residential buildings; and

WHEREAS, By Resolution Number 04-CDC-60 adopted on August 10, 2004, 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 Parcels, approve the Department's request to advertise for alternative proposals and recommended that City Council approve the sale of the Parcels to the Developer if no alternative proposals were received, without further Commission action; and

WHEREAS, The Department published the notice, requested alternative proposals for the redevelopment of the Parcels and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department 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 B and made a part
hereof (the “Redevelopment Agreement”), and such other supporting documents as
may be necessary or appropriate to carry out and comply with the provisions of the
Redevelopment Agreement, with such changes, deletions and insertions as shall be
approved by the persons executing the Redevelopment Agreement.

SECTION 3. The City is hereby authorized to sell and convey to the Developer
the Parcels listed on Exhibit A of the Redevelopment Agreement for One Hundred
Twenty Thousand and no/100 Dollars ($120,000.00) in accordance with and
subject to the terms of such Redevelopment Agreement.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk
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 Exhibit A to the Redevelopment
Agreement for the consideration described therein and otherwise in accordance with
and subject to the terms of such Redevelopment Agreement.

SECTION 5. If any provision of this ordinance shall be held to be invalid or
unenforceable for any reason, the invalidity or unenforceability of such provision
shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this
ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its
passage and approval.

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

Exhibit “A”.
(To Ordinance)

Legal Description Of Property.
(Subject To Final Survey And Title Commitment)

Parcel 1:

The east 12 feet of Lot 14 and all of Lot 15 and the west 13 feet of Lot 16 in Block
3 in Ward’s Subdivision of the east quarter of the west half of the southeast
quarter of Section 11, Township 39 North, Range 13, East of the Third Principal
Meridian, lying north of West Lake Street (except the east 33 feet and the north 395 feet lying south of railroad right-of-way) all in Cook County, Illinois.

Commonly Known As:
3420 West Fulton Street
Chicago, Illinois.

Permanent Index Number:
16-11-404-037.

Parcel 2:

The east 12 feet of Lot 16 and the west 18 feet of Lot 17 in Block 3 in Ward's Subdivision of the east quarter of the west half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of West Lake Street except the east 33 feet and the north 395 feet lying south of railroad right-of-way in Cook County, Illinois.

Commonly Known As:
3418 West Fulton Street
Chicago, Illinois.

Permanent Index Number:
16-11-404-038.

Exhibit "B".
(To Ordinance)

Agreement For The Sale And Redevelopment Of
Land With Redevelopment Enterprises, Inc.

(The Above Space For Recorder's Use Only)

This agreement for the sale and redevelopment of land ("Agreement") is made on or as of the ___ day of ____________, 2005, 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 Redevelopment Enterprises, Inc., an Illinois corporation ("Developer"), whose offices are located at 430 Lake Cook Road, Deerfield, Illinois 60015, Attention: Karen Canzoneri.

Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 3418 -- 3420 West Fulton Street, Chicago, Illinois 60624, which is legally described on (Sub)Exhibit A attached hereto and incorporated herein (the "Property"); and

Whereas, The Developer intends to construct three (3) two (2) flats, with each dwelling unit having approximately one thousand two hundred fifty (1,250) square feet per unit on the Property, as more fully described on (Sub)Exhibit B attached hereto (the "Improvements" or the "Project"); 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 One Hundred Twenty Thousand and no/100 Dollars ($120,000.00) ("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.

Section 3.

*Earnest Money And Performance Deposit.*

A. Earnest Money. The Developer will deposit with the City the amount of Twelve Thousand and no/100 Dollars ($12,000.00). Of such amount, Six Thousand and no/100 Dollars ($6,000.00) ("Earnest Money") shall be credited against the Purchase Price at the closing (as defined in Section 4.D. below).

B. Performance Deposit. Of the Twelve Thousand and no/100 Dollars ($12,000.00) to be deposited with the City, the remaining Six Thousand and no/100 Dollars ($6,000.00) (the "Performance Deposit") shall remain on deposit with the City to secure the Developer's performance of its obligations under this Agreement. Upon issuance of a certificate of completion pursuant to Section 9, the Performance Deposit shall be returned to Developer. If the Project is not completed pursuant to the terms of this Agreement, the City shall be entitled to retain the Performance Deposit and to the other remedies set forth in Section 15.

C. Interest. The City will pay no interest to the Developer on the Earnest Money.

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 June 30, 2005, or on such later 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 and 8 are all satisfied, and (ii) any later than August 15, 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 March 14, 2005 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 (1) 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 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 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 (UCC, state and federal tax lien, pending litigation and judgment in Cook County and Northern District, Illinois, 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 Eight Hundred Sixty-two Thousand and no/100 Dollars ($862,000.00) (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 equity and loan funds committed and available and 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 renderings prepared by Group Design Associates Inc., dated September 23, 2003, and the site plans, architectural drawings, elevations and landscaping plans prepared pursuant thereto, which have been approved by D.P.D. prior to the date hereof 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., which shall be in D.P.D.'s sole discretion. A deviation that changes the square footage of any dwelling unit by more than five percent (5%), changes the number of dwelling units in the Project or changes the basic use of the Property, shall be deemed material. 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 signage and barricades, which approval shall not be unreasonably withheld or delayed. Upon start of construction, and with D.P.D.'s consent, a sales trailer may also be erected on the Property.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under Section 19.

F. 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 sixty (60) days after closing, or (b) construction be completed later than one (1) year after closing. 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, codes, and recorded encumbrances and restrictions.

Section 9.
Certificate Of Completion.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. 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. 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.

Section 10.
Restrictions On Use.

The Developer agrees that prior to February 27, 2025 (such date being the expiration date for the Chicago/Central Park Tax Increment Financing Area, in which the project is located) the Developer:

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 of the Property or the single-family residences comprising the Improvements.

B. Shall develop and operate the Property only for the Project described in (Sub)Exhibit B.
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 (except for the sale and conveyance of the single-family residences to private purchasers) 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 members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale (except for the sale and conveyance of the single-family dwelling units to private purchasers), 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).

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.

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) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) 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 materially 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.

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 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.

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 by the City 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 determined by such sale, less the One Hundred Twenty Thousand Dollars ($120,000) previously paid to the City on the Closing date;

(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 Dwelling Units Or Dwelling Unit Buyers. Notwithstanding anything in this Section 15 or otherwise, the City shall have no rights or remedies against a buyer of a dwelling unit, or against such dwelling unit, after the sale of such unit to such buyer. By operation of this Section 15.J., each such dwelling 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) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all 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 Developer's 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 during the construction period:

(i) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined
in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(ii) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low- and moderate-income residents of the City, and provide that contracts for work in connection with the construction of the 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 2-92-330 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 for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:
(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., Municipal Code of Chicago (the "Construction Program"), and collectively with the Procurement Program, the "M.B.E./W.B.E. Program"), 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 the Project, the following percentages of the M.B.E./W.B.E. Budget (as set forth in (Sub)Exhibit D hereto shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"): (1) at least twenty-four percent (24%) by M.B.E.s; and (2) at least four percent (4%) by W.B.E.s.

(ii) For purposes of this Section 19.C. only:

(a) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(b) The term "minority-owned business" or "M.B.E." shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) The term "women-owned business" or "W.B.E." shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as a 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 (1) or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (a) the M.B.E. or W.B.E. participation in such joint venture, or (b) 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 the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the Project to one (1) or more M.B.E.s or W.B.E.s; by the purchase of materials or services 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 the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C.. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any M.B.E. or W.B.E. general contractor or subcontractor without the prior written approval of D.P.D.

(iv) The Developer shall deliver quarterly reports to the City's monitoring staff 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 the City's monitoring staff in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Developer shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five (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.

(v) 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 (v), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(vi) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C.. The general contractor and all major
subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff during the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following: (a) M.B.E./W.B.E. utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

Section 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:

Redevelopment Enterprises, Inc.
430 Lake Cook Road
Deerfield, Illinois 60015
Attention: Karen Canzoneri

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 limited liability company 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.

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.

Section 30.

Patriot Act Certification.

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

As used in the above paragraph, an “Affiliate” shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another
person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 31.

Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030(b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a “Business Relationship” (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) 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 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 transaction contemplated hereby.

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

City of Chicago,
an Illinois municipal corporation,
acting by and through its Department of Planning and Development

By: ____________________________
    Denise M. Casalino,
    Commissioner
Redevelopment Enterprises, Inc.,
an Illinois corporation

By: _______________________________
     Karen Canzoneri,
     President

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 __________, 2005.

______________________________
     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 Karen Canzoneri, personally known to me to be the President of Redevelopment Enterprises, Inc., an Illinois 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, acknowledged that she signed and delivered the foregoing instrument pursuant to authority given by the Corporation, 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 ________, 2005.

__________________________
Notary Public

[(Sub)Exhibit “A” referred to in this Agreement for the Sale and Redevelopment of Land with Redevelopment Enterprises, Inc. constitutes Exhibit “A” to the ordinance and is printed on pages 40122 through 40123 of this Journal.]

[(Sub)Exhibits “C” and “D” referred to in this Agreement for the Sale and Redevelopment of Land with Redevelopment Enterprises, Inc. unavailable at time of printing.]

(Sub)Exhibit “B” referred to in this Agreement for the Sale and Redevelopment of Land with Redevelopment Enterprises, Inc. reads as follows:

(Sub)Exhibit “B”.
(To Agreement For Sale And Redevelopment Of Land With Redevelopment Enterprises, Inc.)

Narrative Description Of Project.

The Developer shall build three (3) two (2) story residential buildings per architectural plans and elevations drawn by Group Design Associates on September 23, 2003. The development will have a total of six (6) units and will be constructed of solid masonry with the front facades being face brick. The total square footage for each dwelling unit will be approximately one thousand two hundred fifty (1,250) square feet and the total square footage for each building will be two thousand five hundred (2,500) square feet. The three (3) two (2) flats will be built on a minimum size of twenty-five (25) feet by one hundred twenty-five (125) feet, with a minimum lot area of three thousand one hundred twenty-five (3,125) square feet. Each building will consist of two (2) stories and a common, shared basement. There will be a concrete pad in the rear yard for the construction of a two (2) car garage per building. Approximate construction time for the project is five (5)
months. The units will be sold at market value and prices will range between Two Hundred Twenty-five Thousand Dollars ($225,000) and Three Hundred Thousand Dollars ($300,000). Each building will comply with (L.E.E.D.), the Chicago standard or energy star rating.

The Project will provide the following public benefits: approximately forty-eight (48) temporary construction jobs will be created; the development will provide six (6) high-quality housing units; the project will comply with M.B.E./W.B.E. and local hiring requirements; vacant land (two (2) lots) will be redeveloped and become taxable properties; and the overall improvement of West Fulton Street by strengthening the character of the neighborhood.

AUTHORIZED FOR SALE AND CONVEYANCE OF CITY-OWNED PROPERTIES AT 1801, 1805 AND 1807 WEST ADAMS STREET TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH SAINT LEONARD’S MINISTRIES.

The Committee on Housing and Real Estate submitted the following report:


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 property to Saint Leonard’s Ministries, 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:


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 any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, By Resolution Number 99-CDC-255 adopted on December 14, 1999, the Commission approved the redevelopment plan ("Redevelopment Plan") for the Central West Tax Increment Financing Redevelopment Project Area ("Redevelopment Area"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 25276 through 25421 in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of such date, the Redevelopment Plan for the Redevelopment 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 February 16, 2000 and published at pages 25408 through 25420 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 February 16, 2000, and published at pages 25421 through 25431 in the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the T.I.F. Area incurred pursuant to the T.I.F. Plan; and

WHEREAS, The City is the owner of the three (3) parcels of property located at 1801 West Adams Street, 1805 West Adams Street, and 1807 West Adams Street, Chicago, Illinois, 60624, which is legally described on Exhibit A attached hereto (the “Property”), and which is located in the T.I.F. Area; and

WHEREAS, Saint Leonard’s Ministries, an Illinois not-for-profit corporation (the “Developer”), located at 2100 West Warren Boulevard, Chicago, Illinois 60612, is currently leasing the Property from the City pursuant to a lease agreement dated June 9, 1999 (the “Lease”) for a term of twenty (20) years. The Property is improved with two (2) adjoining multi-story buildings with an addition configured as a women’s shelter. The Developer has invested One Million Two Hundred Twenty-five Thousand Dollars ($1,225,000) into the rehabilitation of the Property with a residential recovery halfway house for adult female ex-offenders, as more fully described on Exhibit B to the Redevelopment Agreement, and has offered to pay the City the sum of One and no/100 Dollars ($1.00), for the three (3) parcels of Property; and

WHEREAS, By Resolution Number 04-CDC-78, adopted on September 14, 2004, 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 Parcels; approve the Department’s request to advertise for alternative proposals, and recommended that City Council approve the sale of the Parcels to the Developer if no alternative proposals were received without further Commission action; and

WHEREAS, The Department published the notice, requested alternative proposals for the redevelopment of the Parcels and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Planning and Development (the “Commissioner”) or a designee of the Commissioner are each hereby authorized, with the approval of the City’s Corporation Counsel as to form and legality, to
negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the “Redevelopment Agreement”), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The City is hereby authorized to sell and convey to the Developer the Parcels listed on Exhibit A of the Redevelopment Agreement for One and no/100 Dollars ($1.00) in accordance with and subject to the terms of such Redevelopment Agreement. Upon such conveyance the Lease shall terminate.

SECTION 4. 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 Exhibit A to the Redevelopment Agreement for the consideration described therein and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit “A”.
(To Ordinance)

Legal Description Of Property.
(Subject To Final Title Commitment And Survey)

Parcel 1:

Lot 1 in Block 9 in Ashland’s Second Addition to Chicago in the west half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
Commonly Known As:

1801 West Adams Street
Chicago, Illinois.

Permanent Index Number:

17-18-219-010.

Parcel 2:

Lot 2 in Block 9 in Ashland's Second Addition to Chicago, being a subdivision of the west half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1805 West Adams Street
Chicago, Illinois.

Permanent Index Number:

17-18-219-009.

Parcel 3:

Lot 3 in Block 9 in Ashland's Second Addition to Chicago, being a subdivision of the west half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

1807 West Adams Street
Chicago, Illinois.

Permanent Index Number:

17-18-219-008.
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 Saint Leonard’s Ministries, an Illinois not-for-profit corporation ("Developer") located at 2100 West Warren Avenue, Chicago, Illinois 60612.

Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 1801 West Adams Street, 1805 West Adams Street and 1807 West Adams Street, Chicago, Illinois 60619, which are legally described on (Sub)Exhibit A attached hereto (the "Property"); and

Whereas, The Developer is currently leasing the Property from the City pursuant to a lease agreement dated June 9, 1999 (the "Lease") for a term of twenty (20) years. The Property is improved with two (2) adjoining multi-story buildings with an addition configured as a women’s shelter; and

Whereas, The Developer has invested One Million Two Hundred Twenty-five Thousand Dollars ($1,225,000) into the rehabilitation of the Property with a transitional residential recovery halfway house for adult female ex-offenders (hereinafter referred to as either the "Improvements" or the "Project"), and as more fully described on (Sub)Exhibit B attached hereto;

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Incorporation Of Recitals.

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

Section 2.

Purchase Price.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for One and no/100 Dollars ($1.00) ("Purchase Price") to be paid by cashier’s or certified check, on the closing date. No earnest money or performance deposit shall be due under this Agreement. All other closing costs shall be borne by Purchaser.

Section 3.

Conveyance Of Property.

A. Form Of Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"): 

1. The standard exceptions in an ALTA title insurance policy.
2. General real estate taxes and any special assessments or other taxes.
3. Easements, encroachments, covenants and restrictions of record and not shown of record.
4. Such other title defects as may exist.

B. Title Commitment And Insurance. Not less than thirty (30) days before the anticipated closing date, the Developer shall order a current title commitment issued by Chicago Title Insurance Company (the “Title Company”). The Developer shall pay the cost of, and shall be responsible for, obtaining on the closing date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner’s statement, and other transfer documents typically required by the Title Company and typically
provided by the City (but expressly excluding, however, and "gap" undertakings, title indemnities and similar liabilities) at or prior to the closing (as defined below).

C. Survey. The Developer will be responsible for obtaining, at Developer's expense, any survey it deems necessary.

D. The Closing. The closing of the transfer of the Property from the City to the Developer ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois 60601 on such date ("Closing Date") as the parties mutually agree to in writing provided, however, that, notwithstanding the parties' execution of this Agreement, in no event shall the closing occur (1) until and unless the conditions precedent set forth in Sections 2, 3.E through 3.K and 6 are all satisfied, and (2) any later than June 30, 2005. At the Closing, the City shall deliver to the Developer (i) the Deed and (ii) possession of the Property, each subject only to the Permitted Exceptions.

E. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing Date. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this Agreement. If the City is unable to obtain the waiver of such taxes and 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.

F. Recordation Of Deed. The Developer, at Developer's expense, shall record the Deed at the Office of the Cook County Recorder of Deeds on the Closing Date.

G. Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

H. Insurance. The Developer shall provide evidence of insurance reasonably acceptable to the City prior to the Closing Date. 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.

I. Legal Opinion. The Developer shall provide a legal opinion in a form reasonably acceptable to the City prior to the Closing Date.

J. Due Diligence. The Developer shall provide due diligence searches in its name (UCC, State and federal tax lien, pending litigation and judgment -- Cook County and Northern District, Illinois, and bankruptcy -- Cook County and United States Bankruptcy Court) prior to the Closing Date.

K. Organization And Authority Documents. The Developer shall provide certified articles of incorporation, bylaws, resolutions and such other corporate
authority and organizational documents as the City may reasonable request prior to the Closing Date.

Section 4.

Restrictions On Use.

The Developer agrees that:

A. The Property shall be devoted solely to the following use: a transitional residential recovery halfway house for adult female ex-offenders, as more fully described on (Sub)Exhibit B attached hereto. The Developer acknowledges and agrees that the use restrictions set forth in the preceding sentences constitute material, bargained for consideration for the City and that, but for such use restrictions, and notwithstanding any uses permitted under any other applicable zoning, the City would not have agreed to convey the Property to the Developer.

B. In the event that the restrictions on use are not met or breached (as set forth in Section 9), the City may re-enter the Property and reves title in the City. This right of reverter and re-entry in favor of the City shall terminate on January 1, 2025. The Commissioner of the City’s Department of Planning and Development (“D.P.D.”) shall have discretion to amend such restrictive covenants to permit other not-for-profit social services acceptable to the City.

C. The Developer shall not, in violation of applicable laws, 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 Property or the Improvements.

Section 5.

Prohibition Against Transfer Of Property.

In the event of a proposed sale of the Property, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw
requirement). Notwithstanding the foregoing, the Developer shall be permitted to encumber the Property in accordance with the terms of Section 6 hereof.

Section 6.

Limitation Upon Encumbrance Of Property.

The Developer may engage in any financing or other transaction which creates an encumbrance or lien on the Property for the purposes of obtaining (i) funds necessary to acquire the Property; and (ii) funds necessary to own, maintain and operate the Property in accordance with the requirements of this Agreement.

Section 7.

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 6 of this Agreement shall be bound by the covenants running with the land specified in Section 8, and at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property whether by foreclosure, deed-in-lieu of foreclosure or otherwise and thereafter transfers its interest in the Property to another party, such transferee shall also be bound by the other covenants running with the land specified in Section 8.

Section 8.

Covenants Running With The Land.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 4, 5 and 6 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 7 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 4 shall terminate on January 1, 2025.
Section 9.

Performance And Breach.

A. Time Of The Essence.

Time is of the essence in the Developer’s performance of its obligations under this Agreement.

B. Permitted Delays.

The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer’s control and without the Developer’s fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Subject to Section 9B, if the Developer defaults in performing its obligations under this Agreement and the City shall deliver written notice of such default, the Developer shall have a sixty (60) day cure period to remedy such default from the City’s delivery of such notice. If the default is not capable of being cured within the sixty (60) day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and thereafter diligently prosecutes such cure through to completion, 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 City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by June 30, 2005. Unless the failure to close is due to circumstances described in Section 9B above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate “Event of Default”. Failure to close by such Closing Date shall entitle the City to terminate this Agreement.
2. Event Of Default. The occurrence of any one (1) or more of the following shall constitute an "Event of Default" after written notice from the City (if required) and the applicable cure or grace period (if any):

   a. the Developer fails to perform any obligation of Developer under this Agreement, which default is not cured pursuant to section 9.C.1; or

   b. the Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 9.C.1; or

   c. a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

   d. 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, which default is not cured pursuant to Section 9.C.1; or

   e. the Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or

   f. the Developer's financial condition, operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Improvements which default is not cured pursuant to Section 9.C.1; or

   g. the Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project, which default is not cured pursuant to Section 9.C.1; or

   h. failure to close by June 30, 2005 (no notice or cure period shall apply), except as excused by Section 9.B. above.

3. Prior To Conveyance. Prior to Closing, if an Event of Default occurs and is continuing, the City may terminate this Agreement.

4. After Conveyance. After Closing, if an Event of Default occurs and is continuing, the City, may exercise any and all remedies available to the City at law or in equity including but not limited to, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to
the Property in the City; provided, however, that 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.

5. Resale Of The Property. Upon the revesting in the City of title to the Property as provided in Section 9.C.4, the City shall employ its best efforts to convey the Property (subject to any first mortgage lien permitted under this Section) to a qualified and financially responsible party (as solely determined by the City) who shall comply with the covenants that run with the land, as specified in Section 8.

6. Disposition Of Resale Proceeds. If the City sells the Property, the net proceeds from the sale shall be utilized to reimburse the City for:

   a. unreimbursed costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; and

   b. all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

   c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

   d. any expenditures made or obligations incurred with respect to maintenance of the Improvements; and

   e. the fair market value of the land comprising the Property as of such sale; and

   f. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

D. Waiver And Estoppel.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.
Section 10.

Conflict Of Interest; City’s And Developer’s Representatives Not Individually Liable.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer’s obligations or any undertaking or covenant of the Developer contained in this Agreement.

Section 11.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys’ fees and court costs) suffered or incurred by the City arising from or in connection with: (i) an Event of Default that has occurred; (ii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (iii) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 12 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this Agreement.

Section 12.

Environmental Matters.

The City makes no covenant, representation or warranty 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”.

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. Prior to the Closing, the Developer shall have the right to request a thirty (30) day right-of-entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right-of-entry for such purpose. The granting of the right-of-entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than 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 on a primary, noncontributory basis for any liability arising directly or indirectly from the environmental testing on the Property; b) automobile liability insurance with limits of not less than One Million and no/100 Dollars ($1,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) worker’s compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The City shall be named as an additional insured on all policies. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer’s liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer’s activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer’s 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. The Developer agrees that a request to terminate this Agreement shall not be made until the City has reviewed all reports concerning the condition of the Property.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims arising under C.E.R.C.L.A.) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

Section 13.

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 14.

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 15.

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 16.

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 17.

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 telexcopy, 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 -- City Hall
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:  
Saint Leonard’s Ministries  
2100 West Warren Boulevard  
Chicago, Illinois 60612  
Attention: Robert Dougherty,  
Executive Director

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 18.

Organization And Authority.

The Developer represents and warrants that it is duly organized and validly existing 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 19.

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 20.

Termination.

In the event that the Closing has not occurred by June 30, 2005, then the City may terminate this Agreement upon written notice to the Developer.

Section 21.

Recordation Of Agreement.

Either party may record this Agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this Agreement shall pay the recording fees.

Section 22.

Consent And Approval.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

Section 23.

Other Acts.

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

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

Saint Leonard’s Ministries,
an Illinois not-for-profit corporation

By: __________________________

   Name: Robert Dougherty
   Its: Executive Director

State of Illinois  )
                   )SS.
County of Cook   )

I, __________________________, a notary public in and for the County and State aforesaid, do hereby certify that ____________________, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as ____________________, he/she signed and delivered the instrument pursuant to authority given by the ____________________, as his/her free and voluntary act and as the free and voluntary act and deed of the ____________________, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of __________, 200__.

________________________
Notary Public
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 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 ________, 200__.

______________________________
Notary Public

[(Sub)Exhibit “A” referred to in this Agreement with Saint Leonard’s Ministries For the Sale and Redevelopment of Land constitutes Exhibit “A” to the ordinance and is printed on pages 40154 through 40155 of this Journal.]

(Sub)Exhibit “B” referred to in this Agreement with Saint Leonard’s Ministries for the Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit “B”.
(To Agreement With Saint Leonard’s Ministries For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project is improved with a two (2) and three (3) story brick buildings that shall be utilized by the Developer as a transitional residence for adult female ex-offenders
recently released from prison. The Project shall provide basic needs such as food, clothing, shelter, and counseling services, referral resources and parenting skills and child development classes for the residents of the Project.

APPROVAL FOR ACQUISITION OF PROPERTIES AT 851 WEST WAVELAND AVENUE, 820 WEST ADDISON STREET, 3600 NORTH HALSTED STREET AND 3616 NORTH HALSTED STREET FOR DEVELOPMENT AND CONSTRUCTION OF NEW TOWN HALL DISTRICT TWENTY-THREE POLICE STATION.

The Committee on Housing and Real Estate submitted the following report:


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 Public Building Commission authorizing the acquisition of property at North Halsted Street and West Addison Street, 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:

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 local government under the 1970 Constitution of the State of Illinois and has authority to promote the health, safety and welfare of its inhabitants and to furnish essential governmental services through its various departments and agencies; and

WHEREAS, On March 28, 1956, the City Council (the "City Council") of the City created the Public Building Commission of Chicago (the "Commission") pursuant to the provisions of the Public Building Commission Act of the State of Illinois (50 ILCS 20/1, et. seq.) (the "Act") to assist in the acquisition and construction of public buildings and improvements; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on November 17, 1999, at pages 17522 through 17569, inclusive, of the Journal of the Proceedings of the City Council of the City of Chicago (the "Ordinance"), the City has issued its General Obligation Bonds (the "Bonds") for the purpose, among others, of constructing, equipping, altering and repairing various municipal facilities; and

WHEREAS, The City desires that the Commission undertake on its behalf the acquisition, development and construction of district police station facilities, including parking and other ancillary and related improvements, at various sites as determined by the City for use by the Department of Police in the furnishing of essential governmental services; and

WHEREAS, The City has determined that it is necessary and desirable, and in the public interest, for the Commission to undertake on behalf of the City the acquisition, development and construction of the new Town Hall District 23 Police Station (the "Project") with funds to be derived from the proceeds of the Bonds and other lawfully available funds of the City; and

WHEREAS, In order to delineate the responsibilities and duties of the parties and describe the procedures and guidelines to be followed with respect to the implementation of the Project, the Commission and the City shall enter into an intergovernmental agreement which shall be executed on behalf of the City by the
WHEREAS, The Board of Commissioners (the "Board") of the Commission, by resolution adopted on November 9, 2004, selected, located and designated certain property located in the vicinity of North Halsted Street and West Addison Street, Chicago, Illinois, and legally described on Exhibit A hereof (the "Property") as a site or sites to be acquired for construction of the Project; and

WHEREAS, The Property lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the purposes of the Project and to provide appropriate architectural settings and adequate landscaping for the Project; and

WHEREAS, Pursuant to Section 14 of the Act, the Commission has requested that the City Council of the City approve the Property as described on Exhibit A hereof, so selected, located and designated by the Commission, for acquisition, development and construction of the Project; now, therefore,

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

SECTION 1. The above recitations are incorporated herein by this reference.

SECTION 2. Pursuant to Sections 14(a) (2) of the Act, the City Council hereby approves the Property described in Exhibit A, heretofore selected, located and designated by the Board of the Commission, for acquisition, development and construction of the Project.

SECTION 3. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description.

Town Hall District 23 Police Station.

Parcel 1:

Lots 18 to 25, inclusive, and vacated alleys in the east half of Block 16 lying east
of the east line of North Fremont Street and south of the south line of West Waveland Avenue, in Owner's Subdivision of Block 1 of Laflin, Smith and Dyer's Subdivision of the northeast quarter of Section 20, in Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

14-20-230-001.

Address:

851 West Waveland Avenue.

Parcel 2:

The west 140 feet of the southeast quarter of Block 16 in Laflin, Smith and Dyer's Subdivision of the northeast quarter of Section 20, in Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

14-20-230-006.

Address:

820 West Addison Street.

Parcel 3:

The east 150 feet of the southeast quarter of Block 16 lying west of the west line of North Halsted Street, excepting therefrom, the north 140 feet of the southeast quarter thereof, all in Laflin, Smith and Dyer's Subdivision of the northeast quarter of Section 20, in Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

14-20-230-008.
Address:

3600 North Halsted Street.

Parcel 4:

The north 140 feet of the east 150 feet of that part of the southeast quarter of Block 16 lying west of the west line of North Halsted Street, excepting therefrom the east 89.88 feet of the north 30.43 feet thereof, all in Laflin, Smith and Dyer's Subdivision of the northeast quarter of Section 20, in Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

14-20-230-010.

Address:

3616 North Halsted Street.

Disclosure Affidavit.

Re: Ordinance Approving Site Designation For Town Hall District 23 Police Station.

The Public Building Commission of Chicago has designated certain property located in the vicinity of North Halsted Street and West Addison Street, Chicago, Illinois for acquisition and construction of the new Town Hall District 23 Police Station. Based upon the public records and title commitments, the ownership and/or tax assessees for the property is as follows:

<table>
<thead>
<tr>
<th>Permanent Index Numbers</th>
<th>Address Of Property</th>
<th>Tax Assessees</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-20-230-001 (Partial)</td>
<td>851 West Waveland Avenue (Partial)</td>
<td>Exempt</td>
</tr>
<tr>
<td>Permanent Index Numbers</td>
<td>Address Of Property</td>
<td>Tax Assessees</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14-20-230-006</td>
<td>820 West Addison Street</td>
<td>Parliament Enterprises, 123 West Madison Street, Suite 115 Chicago, Illinois 60602</td>
</tr>
<tr>
<td>14-20-230-008</td>
<td>3600 North Halsted Street</td>
<td>Exempt</td>
</tr>
<tr>
<td>14-20-230-010</td>
<td>3616 North Halsted Street</td>
<td>American Auto Parts, 3618 North Halsted Street Chicago, Illinois 60613</td>
</tr>
</tbody>
</table>

We request that this ordinance proceed based upon the foregoing information.

Public Building Commission of Chicago

By: Montel M. Gayles, Executive Director

Date: ______________________

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AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH INTERNATIONAL VISITORS CENTER OF CHICAGO FOR 78 EAST WASHINGTON STREET.

The Committee on Housing and Real Estate submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Commissioner of General Services authorizing the execution of a lease agreement with International Visitors Center of Chicago for 78 East Washington Street, 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:


   Nays -- None.

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

The following is said ordinance as passed:

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

   SECTION 1. The Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City, as landlord, and the International Visitors Center of Chicago, as tenant, for
approximately one thousand nine hundred six (1,906) square feet of shared office space in Room 212, located at the Chicago Cultural Center, such lease to be approved by the Commissioner of the Department of Cultural Affairs and subject to the approval of the Corporation Counsel as to form and legality in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Lease Agreement referred to in this ordinance reads as follows:

_Lease Number 20154._

This lease is made and entered into this day of , 2004, by and between, the City of Chicago, a municipal corporation (herein referred to as “Landlord”) and the International Visitors Center of Chicago, an Illinois not-for-profit corporation (hereinafter referred to as “Tenant”).

_Recitals._

Whereas, Landlord is the owner of the premises more commonly known as the Cultural Center (“Building”), 78 East Washington Street, Chicago, Illinois 60602 and,

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately one thousand nine hundred six (1,906) square feet of shared office space in Room 212, located at the Chicago Cultural Center, 78 East Washington Street;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:
Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

approximately one thousand nine hundred six (1,906) square feet of shared office space in Room 212, located on that certain parcel of real estate more commonly known as Cultural Center ("Building"), 78 East Washington Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall be entered into effective as of the first (1st) of November, 2004 ("Commencement Date") and shall end on the thirty-first (31st) day of October, 2009, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay to Landlord during the Term of this lease annual rent in the amount of One and no/100 Dollars ($1.00) annually. The annual rent shall be paid on the first (1st) day of the first (1st) month of each year during the term of this lease.

Rent shall be paid to Landlord, at The Department of Revenue, Warrants for Collection, DePaul Center -- LL, 540 South State Street, Chicago, Illinois 60604, or at such place as Landlord may from time to time hereby designate in writing to Tenant.

3.2 Utilities.

Landlord shall pay when due all charges for gas, electricity, light, heat, power and
all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Tenant shall pay.

Tenant shall provide and pay for telephone service and other communications equipment used in said Premises.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

- comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Tenant's Duty To Maintain Premises And Rights Of Access.

Unless otherwise provided in this lease, Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation") and Title 15 ("Fire Prevention"). If Tenant shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by ten (10)
days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord is authorized to make such repairs or immediately terminate this lease by providing the Tenant with written notice. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises or to fixtures and equipment thereof. Any activities on the Premises must be limited to the operations of the International Visitors Center of Chicago. The promotion and operation of this public service does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Tenant shall not use said Premises for political or religious activities. Tenant agrees that in utilizing said Premises that it shall not discriminate against any member of the public because of race, religion, sex, sexual orientation, color, disability, age or national origin.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or
any part thereof without the written consent of Landlord in each instance which will not be unreasonably withheld.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Insurance.

The Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this lease, the insurance coverages and requirements specified below, insuring all operations related to the lease.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation And Employer's Liability.

Workers' compensation and employer's liability, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and employer's liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness.

b) Commercial Liability Insurance (Primary And Umbrella).

Commercial 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. Coverage extensions shall include the following: all premises and operations, products/completed operations, defense, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the lease.
c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance.

All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

e) All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments and/or repairs, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

6.2 Other Terms Of Insurance.

The Tenant will furnish the City of Chicago, Department of General Services, Bureau of Asset Management, Suite 3700, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this lease. The Tenant shall submit evidence on insurance prior to lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the lease provisions regarding insurance. Nonconforming insurance shall not relieve Tenant of its obligation to provide insurance as specified.
Nonfulfillment of the insurance conditions may constitute a violation of the lease, and the City retains the right to terminate the lease 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 Tenant.

The Tenant agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within the lease documents or by Law.

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of Law.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to or be recovered from Landlord by reason of Tenant's negligent performance of or failure to perform any of its obligations under this lease.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein or if the Premises do not meet all Municipal Building and Fire Code provisions and are
therefore rendered untenable, either Landlord or Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by providing each other written notice to such effect. Such termination is without liability to Tenant unless Tenant is responsible for damage or destruction and or has any rent due for the period prior to the event rendering the Building untenable. If either Landlord or Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee or member participate in making or in any way attempt to use his/her position to influence any City governmental decision or action with respect to this lease.

8.2 Duty To Comply With Governmental Ethics Ordinance.

Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, “Governmental Ethics”, including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on the first (1st) day of November, 2009 and the rent shall be at the same rate as set forth in Section 3.1 of this lease.
Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

Department of General Services  
Bureau of Asset Management  
30 North LaSalle, Suite 3700  
Chicago, Illinois 60602

With copies to:

Department of Cultural Affairs  
78 East Washington Street  
Chicago, Illinois 60602  
Attention: Commissioner

Corporation Counsel  
30 North LaSalle Street, Suite 1610  
Chicago, Illinois 60602  
Attention: Real Estate and Land Use Division

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

The International Visitors Center of Chicago  
78 East Washington Street  
Chicago, Illinois 60602  
Attention: Executive Director
or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construct or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.
10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Either party shall have the right to terminate this lease upon ninety (90) days prior written notice anytime after the first twelve (12) months from the commencement of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when
possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Tenant.

Tenants under this lease shall:

11.1

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.2

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

11.3

Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair nor remove any part of the Premises or facilities, equipment or appurtenances thereto and maintain the smoke detectors in the Premises in accordance with applicable Law.

11.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.
Section 12.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

12.1

Provide and pay for nightly custodial services within the premises which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.2

Provide, at Landlord's expense, any and all janitorial service for all maintenance of the exterior and interior of the buildings, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

12.3

Provide heating to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain air-conditioning plant and equipment in good operable condition.

12.4

Provide heating to the Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain all the heating plant and equipment in good operable condition.

12.5

Provide hot and domestic water for the Premises.

12.6

Maintain plumbing in good operable condition.
12.7

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises.

12.8

Provide security when necessary.

Section 13.

Additional Clauses.

13.1

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Lease.

13.2 Trade Fixtures.

Upon the termination of this Lease by lapse of time, Tenant may remove Tenant’s personal property and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant’s furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased Premises prior to the end of the Term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this lease as a bill of sale, without further payment or credit by Landlord to Tenant.

13.3

Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the Premises.
In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: The City of Chicago, a municipal corporation

The Department of General Services

By: 

Commissioner

Approved: The Department of Cultural Affairs

By: 

Commissioner

Approved as to Form and Legality:

By: Department of Law

By: 

Assistant Corporation Counsel

Tenant:

The International Visitors Center of Chicago

By: 

President
AUTHORIZATION FOR EXECUTION OF SUBLEASE AGREEMENT AT 1301 PENNSYLVANIA AVENUE, N.W., WASHINGTON, D.C. FOR MAYOR'S OFFICE OF INTERGOVERNMENTAL AFFAIRS.

The Committee on Housing and Real Estate submitted the following report:


To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a proposed ordinance by the Commissioner of General Services authorizing the execution of sublease at 1301 Pennsylvania Avenue, N.W., Washington, D.C. with National League of Cities, 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:


Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.
The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute, on behalf of the City of Chicago, as sublessee, a sublease with the National League of Cities, as sublessor, for approximately three thousand two hundred sixty-six (3,266) square feet of office space located at 1301 Pennsylvania Avenue, N.W., Washington, D.C., to be used by the Mayor's Office of Intergovernmental Affairs, such sublease to be approved by the Mayor's Office and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Sublease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Sublease Agreement referred to in this ordinance reads as follows:

Agreement Of Sublease Number 14125.

This agreement of sublease ("Sublease") is made as of this ___ day of ____, 2004 by (i) the National League of Cities, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant") and the City of Chicago, a municipal corporation and home rule unit of government under the laws of the State of Illinois (hereinafter referred to as "Subtenant" or "City").

Whereas, Tenant leases certain space located at 1301 Pennsylvania Avenue, N.W., Washington, D.C. 20004 (hereinafter referred to as the "Building") from the owner of the Building pursuant to an agreement dated July 31, 1978, as amended from time to time thereafter (such lease and amendments 1 -- 10, which constitute all amendments thereto, hereinafter collectively referred to as the "Prime Lease"), which Prime Lease is identified more fully on Exhibit A attached hereto and incorporated therein; and

Whereas, Tenant desires to lease space in the Building pursuant to this Sublease with Tenant which shall commence on January 1, 2005 and expire December 31, 2009; and
Whereas, Sublessor is willing to sublease to Subtenant upon the terms, conditions, covenants and agreements set forth herein;

Now, Therefore, The parties hereto, intending legally to be bound, hereby covenant and agree as set forth below.

Article I.

Notification Provisions.

A. Notice To Subtenant.

In every instance where it shall be necessary or desirable for Tenant to serve any notice or demand upon Subtenant, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail postage prepaid, return receipt requested, addressed to the Subtenant at the premises and in addition, to the Bureau of Real Estate Management, Department of General Services, 30 North LaSalle Street, Suite 3700, Chicago, Illinois 60602, or at such other place as the Subtenant from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

B. Notice To Tenant.

In every instance where it shall be necessary or desirable for Subtenant to serve any notice or demand upon the Tenant, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant as follows: National League of Cities, in care of Director of Administration, 1301 Pennsylvania Avenue, N.W., 6th Floor, Washington, D.C. 20004, or at such other place as the Subtenant from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

C. Certified Mail.

Such notices, if sent by certified mail, shall be deemed to have been given at the time shown on the return receipt.
Article II.

Rental Of Premises.

Tenant hereby subleases to Subtenant and Subtenant hereby subleases from Tenant, for the term and upon the terms, conditions, covenants and agreements hereinafter provided, approximately three thousand two hundred sixty-six (3,266) rentable square feet of office space, as measured in accordance with the 1989 Washington, D.C. Association of Realtors Method of Measurement, located on a portion of the fourth (4th) floor of the Building (such space hereinafter referred to as the “Premises”). The Premises are outlined in red on Exhibit B attached hereto and incorporated herein. The sublease of the Premises includes the right together with other occupants of the Building and members of the public to use the common public areas of the Building, and the rights afforded the Tenant under the Prime Lease as to the Premises, but includes no other rights not specifically set forth herein.

Article III.

Rental Payment Provisions.

A. Base Rent.

Except as otherwise provided in this Article III, Subtenant shall pay as base rent (hereinafter referred to as “Base Rent”) for the Premises as of the Sublease commencement date (as hereinafter defined in Article IV.A) for each month of the first Sublease year (as hereinafter defined in Article IV.B), the amount of Eight Thousand Seven Hundred Twenty-five and 66/100 Dollars ($8,725.66), which amount is equal to an annual payment of approximately Thirty-two and 6/100 Dollars ($32.06) per square foot of the Premises, provided that simultaneously upon execution of this Sublease, Subtenant shall pay to Tenant the Base Rent for the first full month of the first Sublease Year.

B. Cost Of Living Adjustments To Base Rent.

1. On January 1 of each calendar year, commencing on January 1, 2006, the monthly Base Rent payable during the calendar year commencing on such date (net of any additions for real estate taxed in Article III.C or operating costs in Article III.D) shall be increased by an amount, if any, produced by:
a. dividing the Consumer Price Index ("C.P.I.") for the Urban Wage Earners and Clerical Workers (1982 -- 1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics for Washington, D.C., Maryland and Virginia (the "C.P.I. Index") for the most recent month for which the C.P.I. Index was published prior to such January 1 by the C.P.I. Index for the same month in the calendar year 2004;

b. subtracting one (1) from the quotient;

c. multiplying the difference by zero and three-tenths (0.3); and

d. multiplying the product by the monthly Base Rent determined in Article III.A.

2. If the C.P.I. Index is discontinued with no successor or comparable successor index, then the substitute formula selected in accordance with Section 6.01 of the Prime Lease between Landlord and Tenant shall be the index used in Article III.B.2A.

3. After adjustment as provided for the Article III.C.1, the adjusted Base Rent shall be the Base Rent for all purposes.

4. Notice of the monthly and annual amount of any increase in respect of the C.P.I., provided for by Article III.B shall be furnished by Tenant to Subtenant as soon as practicable in the applicable Sublease Year.

5. The adjusted Base Rent shall be payable by Subtenant, commencing with the first day of the month next following thirty (30) days after Subtenant receives such notice, which payment for that month shall include the installments for the adjustment otherwise due for any prior months of that Sublease Year.

C. Additions To Base Rent For Real Estate Tax Increases.

1. There shall be added to monthly Base Rent payable hereunder beginning as of the first month of the first Sublease Year one-twelfth (1/12) of Subtenant's proportionate share (as determined in accordance with Section 7.01 of the Prime Lease) of increase in real estate taxes (as defined in Section 7.04 of the Prime Lease).

2. The amount of Subtenant's proportionate share of such increase and the times upon which payment for such increase shall be calculated and determined in the manner provided by Article VII of the Prime Lease, provided however that for purposes of this Article III.C, Base Year shall be the calendar year 2005.
D. Additions To Base Rent For Increases In Operating Costs.

1. There shall be added to monthly Base Rent payable hereunder beginning the first month of the first Sublease Year one-twelfth (1/12) of Subtenant's proportionate share (as determined in accordance with Section 8.01 of the Prime Lease), increases in operating costs (as defined in Section 8.02 of the Prime Lease).

2. The amount of Subtenant's proportionate share of such increases and the times upon which payment shall be made shall be calculated and determined in the manner provided for by Article VIII of the Prime Lease, provided however that for purposes of this Article III.D, Base Year shall be the calendar year 2005.

3. Tenant agrees, upon written request of Subtenant, to inspect landlord's pertinent books and records to the extent permitted Tenant pursuant to Section 8.04 of the Prime Lease, to verify the accuracy of any increases in operating costs provided for by this Article III.D, provided Subtenant pays to Tenant all reasonable costs of Tenant to do so, including but not limited to fees, expenses and reimbursement for time.

E. Time And Place Of Rental Payments.

All rent then due is payable in advance on the first day of each month by the Office of the City Comptroller for the City of Chicago to National League of Cities, in care of Director of Administration, 1301 Pennsylvania Avenue, N.W., 6th Floor, Washington, D.C. 20004.

F. Security Deposit.

In addition to (a) monthly installments of Base Rent as described in this Article III.A, and (b) any security deposit held by Tenant for Subtenant under the existing Sublease, simultaneously upon the execution of this Sublease, Subtenant shall deposit with Tenant the sum of the first full month's Base Rent as a security deposit ("Security Deposit"). Such Security Deposit shall be placed by Tenant in a separate, federally insured, interest-bearing account, the interest from which shall accrue to Subtenant from the date of payment to Tenant. The Security Deposit shall be considered as security for the payment and performance by Subtenant of all of Subtenant's obligations, covenants and agreements under this Sublease. Within sixty (60) days after either the Sublease expiration date or upon the earlier termination of this Sublease, whichever shall be applicable, Tenant shall (provided that Subtenant is not in default under the terms hereof) return the Security Deposit to Subtenant together with interest as aforesaid, less such portion thereof as Tenant shall have appropriated to make good any default beyond any applicable cure period by Subtenant with respect to any of Subtenant's obligations, covenants and agreements under this Sublease. In the event of any such default by Subtenant hereunder, Tenant shall have the right but shall not be obligated, to apply all or any
portion of the Security Deposit and interest thereon to cure such default, in which
event Subtenant shall be obligated thereupon to deposit with Tenant the amount
necessary to restore the Security Deposit to its original amount. Nothing in this
section shall prevent Tenant from taking any other action, whether in addition or
as an alternative to its rights under this article, and whether at law, equity or under
this Sublease, to secure and enforce Tenant’s rights and Subtenant’s obligations
under this Sublease.

Article IV.

Term.

A. Commencement.

The term of this Sublease (hereinafter referred to as the “Term”) shall commence
on January 1, 2005, which commencement date is hereinafter referred to as the
“Sublease Commencement Date”.

B. Sublease Year Defined.

The phrase “Sublease Year” shall mean any January 1 to December 31 period
during Term.

C. Expiration.

Unless earlier terminated for breach or default, or by either party upon at least
ninety (90) days prior written notice, anytime after January 1, 2009 to the other
party to terminate without cause, the Term shall expire on December 31, 2009,
which is the last day of the last month of the fifth (5th) Sublease Year (hereinafter
“Termination Date”).

Article V.

Prime Lease.

A. Incorporation Of Prime Lease.

This Sublease is subject to and is made upon all of the terms, covenants and
conditions of the Prime Lease with the same force and effect as if the terms,
covenants and conditions of the Prime Lease, as applicable and allocable to the
Premises, were fully set forth herein, except as otherwise provided herein. All the
terms, covenants and conditions with which Tenant is bound to comply under the
Prime Lease, as applicable and allocable to the Premises, shall, except as otherwise provided herein, be binding upon Subtenant hereunder; all the rights and privileges of Tenant under the Prime Lease, as applicable and allocable to the Premises, shall, except as otherwise provided herein, inure to the benefit of Subtenant; and all obligations of Landlord and Tenant under the Prime Lease except as may be otherwise provided herein, shall be binding upon Tenant and Subtenant, respectively; provided, however, nothing in this Sublease shall obligate Tenant to furnish Building repairs or services of any kind to Subtenant or the Premises although Tenant shall use its reasonable best efforts to cause Landlord to fulfill its obligations under the Prime Lease in this regard. Subtenant acknowledges that any heating, air-conditioning and other Building services used by Subtenant in addition to those provided by the landlord under the Prime Lease will be subject to additional charges imposed by landlord which may vary from time to time, and which charge for heating and air-conditioning currently is Twenty-five and no/100 Dollars ($25.00) per hour for non-business hours, 8:00 A.M. to 7:00 P.M., Monday through Friday and 9:00 A.M. to 12:00 Noon, Saturday.

B. Inapplicable Portions Of Prime Lease.

Set forth below are those articles, sections, sentences and exhibits contained in the Prime Lease that shall have no application to this Sublease as between Tenant and Subtenant:

1. Article II.

2. Article III (except Tenant represents and warrants that the Lease Expiration Date is December 31, 2009).

3. Article IV, other than the last sentence of Section 4.01, beginning with the phrase, "For purposes of this Article IV . . . ."

4. Article V.

5. Article VI, except to the extent referenced in Article III.B.2.

6. Article VII, and except for Section 7.08, subject to and contingent upon, written approval by landlord permitting Subtenant the right to contest such taxes, and except to the extent referenced in Article III.C.

7. Article VIII, except to the extent referenced in Article III.D.

8. Article IX.

9. Article X.

10. Article XI.
11. The first sentence of Section 12.03.

12. Section 12.04, other than the first sentence.

13. Section 12.05, other than the last sentence.

14. Section 13.02, other than the last sentence of Section 13.02(a) (as amended by the tenth amendment to Lease dated March 31, 1987).

15. Section 13.09, to the extent it could be construed to obligate Subtenant to indemnify the landlord for Tenant's defaults, acts or omissions.

16. Sections 15.01, 15.02, 15.03 and 15.04.

17. The first two sentences of Section 15.05.

18. Sections 15.06, 15.14, 15.15, 15.17, 15.19, 15.21 and 15.22.

19. Exhibit A (not included).

20. Exhibit A-1 (not included).

21. Exhibit B (not included).

22. Exhibit B-1 (not included).

23. Exhibit B-2 (not included).

24. Exhibit C (not included).

C. Prime Lease A True Copy.

Tenant covenants that Exhibit A is a true and complete copy of the Prime Lease and that each of the exhibits thereto is a true copy of the document it represents.

Article VI.

Additional Landlord And Tenant Responsibilities.

A. Alterations And Improvements.

1. Work Agreement. Subtenant accepts the Premises as-is, except for painting of Premises where necessary, cleaning of carpeting and/or replacement of worn
carpeting, provided however that Tenant has the obligation to make certain alterations and improvements to use or as credit on rental payments to the Premises, not to exceed a cost to Tenant of Eight Thousand and no/100 Dollars ($8,000.00), no later than one hundred fifty (150) days after the Sublease Commencement Day, which alterations and improvements are as set forth in Exhibit C, attached hereto and incorporated herein, and any such modifications thereto as are agreed to in writing by Tenant and Subtenant (hereinafter collectively referred to as the “Work Plan”). If landlord, pursuant to Section 13.04 of the Prime Lease, requires the removal of any furnishings, fixtures or equipment presently existing on the Premises, such removal shall be at Tenant's expense.

2. Subtenant Alterations. In the event Tenant shall give its written consent to Subtenant's making any alterations, decorations, additions or improvements, such written consent shall not be deemed to be an agreement or consent by Tenant to subject Tenant's interest in the Premises, the Building or the land to any mechanic's or materialmen's liens which may be filed in respect of any such alterations, decorations, additions or improvements made by or on behalf of Subtenant.

3. Disclaimer. Except as provided in Article VI.A.1, Tenant shall not make, nor is Tenant under any obligation to make, any structural or other alterations, decorations, additions or improvement in or to the Premises.

B. Use Of Premises.

Tenant will use and occupy the Premises solely for general office purposes and only in accordance with the uses permitted under applicable zoning and other municipal regulations; and, without the prior consent of Tenant, the Premises will not be used for any other purpose. Subtenant will not use or occupy the Premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations and orders of the United States of America, the District of Columbia and any other public or quasi-public authority having jurisdiction over the Premises. Tenant will obtain and keep in full force and effect at all time during the Term hereof the initial and any subsequent certificates of occupancy for the Premises obtained by Tenant. Subtenant represents and warrants to Tenant that Subtenant has entered into this Sublease entirely for government and office purposes and warrants that it shall not use the Premises for any residential purpose.

C. Assignment and Subletting.

Subtenant shall not sublet, assign or permit the use or occupancy of the Premises to or by third parties, whether in whole or in part, nor shall any assignment or transfer of this Sublease be affected by operation of law, merger, consolidation,
reorganization or otherwise, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

Article VII.

Signs.

No sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or interior of the building except on the directory and the doors of offices, and then only in such place, number, size, color and style as is harmonious with the designs of the Building and its furnishings and is approved by Tenant. If any sign, advertisement or notice which does not conform to the foregoing is nevertheless exhibited by Subtenant, Tenant shall have the right to remove the same and Subtenant shall be liable for any and all expenses incurred by Tenant in said removal. At Tenant's sole cost and expense, Tenant shall provide, within a reasonable period of time, identifying information for Subtenant and the Premises in the form of (i) Building standard directory strips for the first (1st) and second (2nd) floor lobby directories and (ii) a Building standard office sign.

Article VIII.

Tenant And Subtenant Compliance With Laws.

Subtenant and/or Tenant, each at its own expense, with respect to the portion of the Building that it occupies, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with all directions, pursuant to law, of all public officers, which shall impose any duty upon Tenant or Subtenant with respect to the use or occupation of such portion of the Building.

Article IX.

Inspections.

Subtenant will permit Tenant, or its agents or other representatives, to enter the Premises at reasonable times, without charge therefor to Tenant and without diminution of the rent payable by Subtenant, to examine, inspect and protect the Premises and the Building and to make such alterations and/or repairs as may be
deemed necessary, or to exhibit the same to prospective subtenants during the last one hundred twenty (120) days of the Term of this Sublease.

Article X.

Insurance, Indemnity.

A. General Liability Insurance.

Subtenant, at Subtenant’s sole cost and expense, shall carry and keep in full force and effect at all times during the Term of Sublease for the protection of Subtenant, Tenant and landlord, comprehensive general liability insurance against claims for bodily injury and injury to property, covering the Premises in an amount of not less than Five Hundred Thousand Dollars ($500,000) for each occurrence and in an annual aggregate amount of not less than One Million Dollars ($1,000,000) with an approved insurance company and deliver to Tenant prior to the Sublease Commencement Date a copy of said policy or certificate showing the same to be in full force and effect. Such policy shall (a) be issued in form acceptable to Tenant by an insurance company qualified to do business in the District of Columbia and satisfactory to Tenant; provided, however, that any insurance company with a Best’s rating of “A” or better shall be deemed to be approved by Tenant; (b) designate as named insured landlord, Tenant, Subtenant and any other parties in interest as their respective interests may appear from time to time as designated in writing by notice from Tenant to Subtenant; (c) be written as primary policy coverage and not contributing with or in excess of any coverage that Tenant may carry; (d) provide for thirty (30) days prior written notice to Tenant of any cancellation or other expiration of such policy or of any defaults thereunder; and (e) contain an express waiver of any right of subrogation by the insurance company against Tenant. Neither the issuance of any insurance policy required hereunder nor the minimum limits specified herein with respect to Subtenant’s insurance coverage shall be deemed to limit or restrict in any way Subtenant’s liability arising under or out of this Sublease.

B. Self-Insurance.

Subtenant represents and warrants, and Tenant acknowledges, that Subtenant is self-insured. As such, Subtenant may self-insure as to its property and its liability insurance obligations set forth in Section A of this Article X.

C. Indemnity.

Subtenant shall indemnify and hold harmless Tenant and Landlord from and against any loss, damage or liability directly occasioned by or directly resulting from
any default under this Sublease or any willful or grossly negligent act on the part of Subtenant, its agents, employees or invitees or persons permitted in the Building and/or Premises by Subtenant.

Article XI.

Parking.

Subject to full compliance on the part of Subtenant with the rules and regulations of Landlord’s contract garage operator, Subtenant shall have the right to park two (2) automobiles in the Building garage during the Term hereof, and the rent for the parking will be at the then-current prevailing market rate, which rate may change from time to time during the Term.

Article XII.

Covenants.

A. Prime Lease.

Subtenant shall faithfully keep, observe and perform or cause to be kept, observed or performed, all those covenants of Tenant under the Prime Lease applicable to and allocable to the Premises, except the covenants obliging Tenant to pay rent (including adjustments and additions thereto) or provide indemnifications and except as otherwise provided for herein.

B. Use.

Subtenant shall use the Premises only for lawful office purposes and for no other purpose.

C. Authority Of Subtenant.

Subtenant represents and warrants that it has the corporate power and authority, and has taken all necessary and proper action, to enter into this Sublease and to consummate the transactions contemplated hereby. Subtenant further represents and warrants that this Sublease will, upon the execution and delivery hereof
constitute valid and binding obligations of Subtenant, enforceable against Subtenant in accordance with its terms.

D. No Violation.

Subtenant represents and warrants that neither this Sublease nor the consummation of the transactions contemplated thereby, (i) requires any filing or registration with, or permit, authorization, consent or approval of, any governmental or regulatory authority on the part of Subtenant; (ii) violates or will violate any law, rule, regulation, ordinance, order, writ, injunction, judgment, decree or award of any court or governmental or regulatory authority; (iii) violates or will violate, or conflicts with or will conflict with, any provision of, or constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under any of the terms of any deed of trust, franchise, license, lease, agreement or other instrument, arrangement, commitment, obligation, understanding or restriction to which the Subtenant is a party or by which its assets may be bound.

E. Quiet Enjoyment.

Tenant covenants that it has the right to make this Sublease for the Term aforesaid, and that if Subtenant shall pay the rent and perform all of the covenants, terms, conditions and agreement of this Sublease to be performed by Subtenant, Subtenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Tenant or any party claiming through or under Tenant or any third party.

Article XIII.

Default Of Subtenant.

If Subtenant shall fail to pay any installment of rent, basic, adjusted or additional as herein provided for, or shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Subtenant, and if such violation or failure shall continue for a period of (a) five (5) business days after written notice thereof to Subtenant by Tenant, if such default is a monetary default, and (b) thirty (30) days after written notice thereof to Subtenant by Tenant or if such default is a non-monetary default or if such default is of a nature that it cannot be completely remedied within said period of thirty (30) days, or shall not thereafter diligently prosecute to completion, all steps necessary to remedy such default, then and in any of said events this Sublease shall, at the option of Tenant exercisable by
sending written notice to Subtenant, cease and terminate, and such termination shall operate as a notice to quit -- any notice to quit, or of Tenant's intention to re-enter, being hereby expressly waived -- and Tenant may proceed to recover possession under and by virtue of the provisions of the laws of the District of Columbia, or by such other proceedings, including re-entry and possession, as may be applicable. If Tenant elects to terminate this Sublease, everything herein contained on the part of Tenant to be done and performed shall cease without prejudice, however, to the right of Tenant to recover from Subtenant all rental accrued up to the time to termination or recovery of possession by Tenant, whichever is later, and to return any portion of the Security Deposit not applied to pay amounts due hereunder. Should this Sublease be terminated before the expiration of the Term by reason of Subtenant's default, or if Subtenant shall abandon or vacate the Premises before the expiration or termination of the Term, the Premises may be relet by Tenant, for such rent and upon such terms as are not unreasonable under the circumstances and, if the full rental hereinabove provided shall not be realized by Tenant, Subtenant shall be liable for all damages sustained by Tenant, including, without limitation, deficiency in rent, reasonable attorneys' fees, other collection costs and all expenses of placing the premises in first class rentable condition. Any damage or loss of rental sustained by Tenant may be recovered by Tenant, at Tenant's option at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or, at Tenant's option, may be deferred until the expiration of the Term, in which event the cause of action shall not be deemed to have accrued until the date of expiration of the Term. The provisions in this article shall be in addition to and shall not prevent the enforcement of any claim Tenant may have against Subtenant for anticipatory breach of the unexpired Term of this Sublease. All rights and remedies of Tenant under this Sublease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Tenant under applicable law.

Article XIV.

Waiver.

If under the provisions hereof Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver or any other covenant herein contained nor of any of Tenant's other rights hereunder. No waiver unless in writing by Tenant of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment by Subtenant or receipt by Tenant of a lesser amount than the monthly installments of rent stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter
accompanying a check for payment of rent or any other amounts owed to Tenant be deemed an accord and satisfaction and Tenant may accept such check of payment without prejudice to Tenant's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Sublease. No re-entry by Tenant, and no acceptance by Tenant of keys from Subtenant, shall be considered an acceptance of a surrender of this Sublease.

Article XV.

Miscellaneous.

A. No Representations By Tenant.

Subtenant acknowledges that neither landlord, Tenant nor any broker, agent or employee of landlord or Tenant has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Subtenant except, if any, as herein expressly set forth. Subtenant, by taking possession of the Premises, shall accept the same as specified in the Work Plan, and such taking of possession shall be conclusive evidence that the Premises and the Building are in good and satisfactory condition at the time of such possession.

B. No Partnership.

Nothing contained in this Sublease shall be deemed or construed to create a partnership or joint venture of or between Tenant and Subtenant, or to create any other relationship between the parties hereto other than that of Tenant and Subtenant.

C. Brokers.

Tenant and Subtenant represent and warrant that neither party has employed any broker or agent in connection with this Sublease, and that each shall defend, indemnify and hold the other harmless in this regard. Any representation or statement by a leasing company, leasing agent or other third party (or employee thereof) engaged by Tenant or Subtenant as an independent contractor that has or may be made with regard to the Premises, the Building or this Sublease shall not be binding upon Tenant or Subtenant nor serve as a modification of this Sublease and neither Tenant nor Subtenant shall have any liability therefor, except to the extent such representation is also contained herein or is approved in writing by Tenant and Subtenant.
D. Invalidity Of Particular Provisions.

If any provision of this Sublease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

E. Gender And Number.

Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

F. Benefit And Burden.

The provisions of this Sublease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns (in the case of Subtenant, permitted successors and assigns).

G. Article And Section Headings.

The title headings of the respective articles and sections herein are inserted for convenience only and shall not be otherwise deemed to be a part of this Sublease or considered in its construction.

H. Insolvency Or Bankruptcy Of Subtenant.

In the event Subtenant makes an assignment for the benefit of creditors, or a receiver of Subtenant's assets is appointed, or Subtenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Subtenant and the same is not discharged within sixty (60) days, or Subtenant is adjudicated as bankrupt, Tenant shall have the option of terminating this Sublease by sending written notice to Subtenant of such termination and, upon such written notice being given by Tenant to Subtenant, the Term of the Sublease shall, at the option of Tenant, end and Tenant shall be entitled to immediate possession of the Premises and to recover damages from Subtenant in accordance with provisions of this Sublease.

I. Consents.

Whenever Tenant agrees in this Sublease not to unreasonably withhold or delay consent to any request by Subtenant, it will not be unreasonable for Tenant to delay
consent until landlord decides whether to consent, or to withhold consent if landlord withholds consent, if the Prime Lease requires Tenant first to obtain the consent of landlord.

J. Interpretation With Prime Lease.

In the event of any conflict between any provision in this Sublease and the Prime Lease, the provision in the Prime Lease shall control.

K. Approvals.

This Sublease shall not be effective until a fully executed “Notice of Sublease” has been delivered by Tenant to landlord in the form of Exhibit D attached hereto and incorporated herein and landlord has approved such terms of the Sublease as required pursuant to the Prime Lease.

L. Conflict Of Interest.

No official or employee of the City, nor any member of any board, commission or agency of the City, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official employee or member participate in making or in any way attempt to use his/her position to influence any City governmental decision or action with respect to this Sublease.

M. Duty To Comply With Governmental Ethics Ordinance.

Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, “Governmental Ethics”, including, but not limited to, Section 2-156-120 of this chapter which states that no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of that contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

N. Entire Agreement.

This Sublease, together with Exhibits A, B, C and D and any addenda attached hereto, contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Sublease or such exhibits and addenda hereto, shall be of any force or effect. This Sublease (with the exception of the rules and regulations set forth in the Prime Lease) may not be modified, changed or terminated in whole or
in part in any manner other than by an agreement in writing duly signed by Tenant and Subtenant and approved by landlord whenever so required by the Prime Lease.

In Witness Whereof, As of the day and year first above written National League of Cities has caused this Sublease to be executed by Donald J. Borut, its Secretary/Treasurer, and attested by Carlsen Griffith, its Director of Finance, and its corporate seal affixed, and does hereby constitute and appoint Carlsen Griffith, its Director of Finance, as its true and lawful attorney-in-fact, to acknowledge these presents as its act and deed; and City of Chicago has caused this Sublease to be approved as to form and legality by Steven J. Holler, its Chief Assistant Corporation Counsel, and executed by __________________, its __________________ of the Office of Intergovernmental Affairs, and by __________________, its Commissioner of General Services.

Attest

National League of Cities
Lease Number 14125

[Seal]

By: ___________________     By: ___________________
   Carlsen Griffith,            Donald J. Borut,        
   N.L.C. Director of Finance  Secretary/Treasurer

I hereby certify that the foregoing was signed before me this ____ day of __________, 2004.

[Seal]

Notary Public

Approved As To Form And Legality Except As To Property Description [And Execution].

City of Chicago

By: ___________________     By: ___________________
   ______________________    Chief Assistant Corporation Counsel
I hereby certify that the foregoing was signed before me this ____ day of ________, 2004.

My commission expires: __________

Notary Public

By: ____________________________  By: ____________________________

Office of Intergovernmental Affairs

I hereby certify that the foregoing was signed before me this ____ day of ________, 2004.

My commission expires: __________

Notary Public

By: ____________________________  By: ____________________________

Commissioner of General Services

I hereby certify that the foregoing was signed before me this ____ day of ________, 2004.

My commission expires: __________

Notary Public

[Exhibits "A", "B", "C" and "D" referred to in this Sublease Agreement with National League of Cities unavailable at time of printing.]
COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 27.1 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES
ON PORTION OF WEST NORTH AVENUE.

The Committee on License and Consumer Protection submitted the following report:


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
November 3, 2004) to amend Section 4-60-022 of the Municipal Code of Chicago by
deleting subsection 4-60-022 (27.1), 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 December 9, 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, Ocasio,
Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks,
Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller,
Schulter, M. Smith, Moore, Stone -- 50.
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 the struck through language as follows:

4-60-022 (27.1) On the south side of North Avenue, from LaSalle Street to Sedgwick Street:

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 022 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 32.14 WHICH RESTRICTED ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF WEST WABANSIA AVENUE.

The Committee on License and Consumer Protection submitted the following report:


To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Manuel Flores and Theodore Matlak (which was referred on November 3, 2004) to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsection 4-60-022 (32.14), 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 December 9, 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:


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 subsection 4-60-022 (32.14).

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 33.5 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF NORTH KEDZIE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Richard Mell (which was referred on December 1, 2004) to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (33.5), begs leave to report and 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 December 9, 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:


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 the City of Chicago is hereby amended by deleting subsection 4-60-023 (33.5).
SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 8, CHAPTER 4, SECTION 145 OF MUNICIPAL CODE OF CHICAGO CONCERNING FALSE ALARM CALLS TO 911 EMERGENCY NUMBER.

The Committee on Police and Fire submitted the following report:


To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on December 14, 2004 at 11:30 A.M. in Room 201-A and having had under consideration an ordinance introduced by Alderman Isaac S. Carothers amending the Municipal Code of the City of Chicago, Section 8-4-145 False Alarms, begs leave to report that Your Honorable Body Pass this ordinance that is transmitted herein.

This recommendation was concurred in by a vote of the members of the Committee present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS, Chairman.
On motion of Alderman Carothers, the said proposed ordinance transmitted with the foregoing committee report was Passed by yeas and nays as follows:


_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:_

_SECTI ON 1. Section 8-4-145 of the Municipal Code of the City of Chicago is hereby amended by adding the underlined language and deleting the struck-through language as follows:

8-4-145 False Fire Alarms.

Whoever, without reasonable cause, either:

(i) by outcry or otherwise, makes or circulates, or causes to be made or circulated, any false alarm of fire, or

(ii) calls the number “911” for the purpose of making or transmitting a false alarm or complaint and reporting information when, at the time the call or transmission is made, the person knows that the call or transmission could result in the emergency response of any city department or agency.

shall be fined not less than $75.00 $500.00 nor more than $500.00 $1,000.00 for each offense.

_SECTI ON 2. This ordinance shall be in full force and effect following due passage and approval._
ILLINOIS PRISONER REVIEW BOARD URGED TO REJECT FUTURE PAROLE FOR INMATE JOHNNY VEAL AND ANY INDIVIDUAL CONVICTED OF MURDERING LAW ENFORCEMENT OFFICERS.

The Committee on Police and Fire submitted the following report:


To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on December 14, 2004 at 11:30 A.M. in Room 201-A and having had under consideration a resolution introduced by Alderman Edward M. Burke requesting the Illinois Prisoner Review Board to reject any future parole for individuals convicted of murdering law enforcement officers, begs leave to report that Your Honorable Body Adopt this resolution that is transmitted herein.

This recommendation was concurred in by a vote of the members of the Committee present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

On motion of Alderman Carothers, the said proposed resolution transmitted with the foregoing committee report was Adopted by yeas and nays as follows:


Nays -- None.
Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The Illinois Prisoner Review Board is charged with the duty and responsibility of granting or denying parole for inmates incarcerated by the Illinois Department of Corrections; and

WHEREAS, The grievousness of cases varies greatly in regard to the crime committed against society, the impact on the victim and the personal toll that crimes place upon families; and

WHEREAS, The Illinois Prisoner Review Board has once again denied parole for Johnny Veal, inmate Number C01600, sentenced to serve one hundred ninety-nine years in the 1970 shooting death of Chicago Police Sergeant James L. Severin and Officer Anthony N. Rizzato; and

WHEREAS, The officers were slain while patrolling community housing for a volunteer Walk and Talk project and fell victim to a sniper attack while crossing a baseball field; and

WHEREAS, While denying parole for Johnny Veal, the Illinois Prisoner Review Board saw fit to hold another hearing on the case in one year rather than allowing the normal delay of three years; and

WHEREAS, The Johnny Veal case is among the most heinous of crimes and resulted in the cold-blooded killing of two members of the Chicago Police Department whose murder three and a half decades ago has forced their families to grapple on a daily basis with their loss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fifteenth day of December, 2004, do hereby call upon the Illinois Prisoner Review Board to reject any future parole for Johnny Veal and any individual convicted of the murder of a law enforcement officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the chairman and members of the Illinois Prisoner Review Board.
COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT LICENSE FEES IN CONJUNCTION WITH "ONE OF A KIND" SHOW.

The Committee on Special Events and Cultural Affairs submitted the following report:


To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration an order to waive the Itinerant Merchant License fees in connection with the "One of a Kind" show on December 3 through December 5, 2004 and hosted by the Merchandise Mart Properties, 200 World Trade Center, Chicago, Illinois. Several local charities will share in the profits from this event in the 42nd Ward (referred December 1, 2004). The Committee begs leave to recommend that Your Honorable Body do Pass the proposed order which was transmitted herewith on December 13, 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:

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 the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the “One of a Kind” show, December 3 through December 5, 2004, hosted by the Merchandise Mart Properties, 200 World Trade Center, Chicago, Illinois. Several local charities will share in the profits from this event.

PERMISSION GRANTED TO AMERICAN SOCIETY OF ARTISTS/MS. NANCY FREGIN FOR CONDUCT OF ART FAIRS.

The Committee on Special Events and Cultural Affairs submitted the following report:


To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration two proposed orders to grant permission to the American Society of Artists/Nancy Fregin, 5901 North Cicero Avenue, for the conduct of art fairs to be held at 420 North Michigan Avenue (Plaza of America), during the hours of 5:00 A.M. to 8:00 P.M. on the following days: Wednesday, June 16, Thursday, June 17, Friday, August 26, Saturday, August 27 and Sunday, August 28, 2005 in the 42nd Ward (referred December 1, 2004). The Committee begs leave to recommend that Your
Honorable Body do Pass the proposed orders which were transmitted herewith on December 13, 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:


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):

June 16 And 17, 2005.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to American Society of Artists/Nancy Fregin, 5901 North Cicero Avenue, for the conduct of an art fair to be held at 420 North Michigan Avenue (Plaza of America) on the following days: Wednesday, June 16, 2005 and Thursday, June 17, 2005, during the hours of 5:00 A.M. to 8:00 P.M.
Ordered, That the Commissioner of Transportation is hereby authorized and
directed to give permission to American Society of Artists/Nancy Fregin, 5901 North
Cicero Avenue, for the conduct of an art fair to be held at 420 North Michigan
Avenue (Plaza of America) on the following days: Friday, August 26, 2005,
Saturday, August 27, 2005 and Sunday, August 28, 2005, during the hours of 5:00
A.M. to 8:00 P.M.

PERMISSION GRANTED TO AMERICAN SOCIETY OF ARTISTS/
MS. NANCY FREGIN FOR CONDUCT OF SIDEWALK SALE.

The Committee on Special Events and Cultural Affairs submitted the following
report:


To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration
an order to grant permission to the American Society of Artists/Nancy
Fregin, 5901 North Cicero Avenue, for the conduct of an Arts and Crafts Expression
sidewalk sale during the hours of 5:00 A.M. to 8:00 P.M. on the following days:
Thursday, July 21, 2005 and Friday, July 22, 2005, on the east side of Canal Street,
from Madison Street to Jackson Boulevard; and the west side of Canal Street, from
Madison Street to Jackson Boulevard; and the south side of Madison Street, from
Canal Street to Clinton Street, in the 42nd Ward (referred December 1, 2004). The
Committee begs leave to recommend that Your Honorable Body do Pass the
proposed order which was transmitted herewith on December 13, 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, Ocasio,
Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks,
Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller,
Schulter, M. Smith, Moore, Stone -- 50.

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 permission to American Society of Artists/Nancy Fregin, 5901 North
Cicero Avenue, for the conduct of an Arts and Crafts Expression sidewalk sale
during the hours of 5:00 A.M. to 8:00 P.M., Thursday, July 21, 2005 and Friday,
July 22, 2005 at the following locations: on the east side of Canal Street, from
Madison Street to Jackson Boulevard; on the west side of Canal Street, from
Madison Street to Jackson Boulevard; and on the south side of Madison Street, from
Canal Street to Clinton Street.

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:


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 December 1, 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:


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):

Advocate Trinity Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Advocate Trinity Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a one (1) story covered bridge/passageway projecting over and across East 93rd Street between South C randon Avenue and South Oglesby Avenue connecting the premises at 2320 East 93rd Street with 2319
East 93rd Street. Bridge shall be approximately ten (10) feet in width, ninety-six (96) feet in length and fourteen (14) feet above street grade. Bridge/passageway has been constructed with plans and specifications approved by the 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 1036334 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 December 23, 2004.

[Drawing referred to in this ordinance printed on page 40229 of this Journal.]

American Property Management Of Illinois Inc.
(Balconies)

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

SEtion 1. Permission and authority are hereby given and granted to American Property Management of Illinois Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, seventeen (17) balconies projecting over the public way adjacent to the premises known as 909 West Ohio Street. Each balcony shall measure eleven (11) feet in length and three (3) feet in

(Continued on page 40230)
Ordinance associated with this drawing printed on pages 40227 through 40228 of this Journal.
width. Balconies shall overhang along public alley. Balconies have been constructed in accordance with plans and specifications approved by the 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 1038727 herein granted the sum of Eight Hundred Fifty and no/100 Dollars ($850.00) 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 29, 2004.

[Drawing referred to in this ordinance printed on page 40231 of this Journal]

American Property Management Of Illinois Inc.
(Bollards)

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

SECTION 1. Permission and authority are hereby given and granted to American Property Management of Illinois Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) protective

(Continued on page 40232)
Ordinance associated with this drawing printed on pages 40228 through 40230 of this Journal.
bollards on the public right-of-way adjacent to its premises known as 909 West Ohio Street. Said bollards shall each have a height of approximately four (4) feet and a width of approximately six (6) inches and shall be located in the public alley. Bollards have been constructed with plans and specifications approved by the 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 1038728 herein granted the sum of Two Hundred and no/100 Dollars ($200.00) 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 29, 2004.

[Drawing referred to in this ordinance printed on page 40233 of this Journal.]

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_The Barry Condominium._

_Be It Ordained by the City Council of the City of Chicago:_

_SECTION 1._ Permission and authority are hereby given and granted to The Barry Condominium, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 40234)
Ordinance associated with this drawing printed on pages 40230 through 40232 of this Journal.
maintain and use, as now constructed, two (2) curb cuts in the public right-of-way adjacent to its premises known as 3100 North Sheridan Road. Said curb cuts shall run along North Sheridan Road and West Barry Avenue. Curb cuts will be used for loading and unloading of passengers and deliveries. Measurements are as follows:

North Sheridan Road.

Ninety-one (91) feet in length and nine (9) feet, six (6) inches in width.

West Barry Avenue.

Seventy (70) feet in length and eight (8) feet in width.

Curb cuts have been constructed in accordance with plans and specifications approved by the 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 1038731 herein granted the sum of Five Thousand Nine Hundred Ninety-eight and no/100 Dollars ($5,998.00) 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 December 15, 2004.

[Drawing referred to in this ordinance printed on page 40235 of this Journal]
Ordinance associated with this drawing printed on pages 40232 through 40234 of this Journal.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Bond CG Bucktown, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal and glass canopy projecting over the public right-of-way adjacent to its premises known as 1735 North Paulina Street. Said canopy shall measure fifteen (15) feet in length and four (4) feet in width located over the entrance door along North Paulina Street. Canopy shall be constructed in accordance with plans and specifications approved by the 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 1039237 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 40237 of this Journal.]
Ordinance associated with this drawing printed on page 40236 of this Journal.

1735 N. Paulina

NEW STEEL AND GLASS CANOPY

SCALE
1/4" = 1'

DATE
09/13/04

DRAWING
NEW CANOPY ELEVATION

SK#
ASK 01E
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Bond CG Bucktown, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) planters with landscaping and trees on the public right-of-way for beautification purposes adjacent to its premises known as 1735 North Paulina Street. Said planters shall measure four (4) at thirty (30) feet in length and four and five-tenths (4.5) feet in width and one (1) at thirteen and two-tenths (13.2) feet in length and four and five-tenths (4.5) feet in width located on the parkway along North Paulina Street. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Planters shall be constructed with plans and specifications approved by the 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 1039236 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 40239 of this Journal.]
Ordinance associated with this drawing printed on page 40238 of this Journal.

1735 N. Paulina

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<td>1/4&quot; - 1'</td>
<td>NEW CANOPY PLANTER DETAIL</td>
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Delaware II, 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 Delaware II, L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use an existing (subsidewalk space) vault under the public right-of-way adjacent to its premises known as 25 East Delaware Place. Said vault shall measure approximately seventy-four (74) feet in length and ten (10) feet, three (3) inches in width. Said vaulted area shall be used for storage. Vault has been constructed in accordance with plans and specifications approved by the 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 1039334 herein granted the sum of One Thousand Four Hundred Sixty-one and no/100 Dollars ($1,461.00) 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 40241 of this Journal.]
Ordinance associated with this drawing printed on page 40240 of this Journal.
Equity Office Properties, Inc.

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, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a ground retention system under the public right-of-way adjacent to its premises located at 1 North Franklin Street. Said ground retention system shall extend thirty (30) feet below ground level at its deepest point. Said ground retention system shall extend for the following dimensions under the public way.

West Madison Street.

Seventy-seven (77) feet, eight (8) inches in length and four (4) feet, eight (8) inches in width for a total of seven hundred twenty-four (724) square feet.

West Calhoun Place.

One hundred fifteen feet (115) in length and four (4) feet in width for a total of nine hundred twenty (920) square feet.

North Franklin Street.

One hundred twenty-seven (127) feet in length and one (1) foot, ten (10) inches in width for a total of two hundred thirty-two (232) square feet.

North Wells Street.

Fifty-three (53) feet in length and two (2) feet, seven (7) inches in width for a total of two hundred seventy-four (274) square feet.
Ground retention system has been constructed in accordance with plans and specifications approved by the 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 1038599 herein granted the sum of Five Thousand Three Hundred Sixty and no/100 Dollars ($5,360.00) 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 October 24, 2004.

[Drawing referred to in this ordinance printed on page 40244 of this Journal.]

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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, a curb cut

(Continued on page 40245)
Ordinance associated with this drawing printed on pages 40242 through 40243 of this Journal.
reconstruction on the public right-of-way adjacent to its premises known as 216 East Ontario Street. Said curb cut shall be thirty-six (36) feet in length and have a depth of eight (8) feet. Curb cut shall be used for a passenger drop off zone. Curb cut reconstruction has been constructed in accordance with plans and specifications approved by the 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 1038338 herein granted the sum of Three Thousand Nine Hundred Seventeen and no/100 Dollars ($3,917.00) 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 November 17, 2004.

[Drawing referred to in this ordinance printed on page 40246 of this Journal.]

Federal Reserve Bank of Chicago.

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

(Continued on page 40247)
Ordinance associated with this drawing printed on pages 40243 through 40245 of this Journal.

216 EAST ONTARIO STREET

ONTARIO STREET HOTEL PROPOSED DROP-OFF AREA

SCALE: 1/8"=1'-0"
SEPTEMBER 15, 1999
SECTION 1. Permission and authority are hereby given and granted to Federal Reserve Bank of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) subsurface vaulted area used for a walkway under and along West Jackson Boulevard between South LaSalle Street and South Wells Street adjacent to its premises known as 230 South LaSalle Street. Said subsurface area shall measure approximately twelve (12) feet in depth, thirty-one (31) feet in length and seventeen (17) feet in width for a total of five hundred twenty-seven (527) square feet. Vaulted area has been constructed in accordance with plans and specifications approved by the 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 1037050 herein granted the sum of Three Thousand One Hundred Sixty and no/100 Dollars ($3,160.00) 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 October 24, 2004.

[Friedman Properties Ltd., As Agent For Goodman-Friedman L.L.C. (Cornices)]

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

(Continued on page 40249)
Ordinance associated with this drawing printed on pages 40245 through 40247 of this Journal.

SITE PLAN
NO SCALE
PROPOSED ROUTE FOR NEW UNDERGROUND TELEPHONE CONDUITS

Axelrod Construction Co., Inc.
919 S. Sacramento Blvd.
Chicago, Illinois 60612
APRIL 25, 1986
SECTION 1. Permission and authority are hereby given and granted to Friedman Properties Ltd. as agent for Goodman-Friedman L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) architectural cornices over the public right-of-way adjacent to its premises known as 150 North Dearborn Street. Said cornices shall be fourteen (14) feet in length and eight (8) inches in width. Architectural cornices have been constructed in accordance with plans and specifications approved by the 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 1038631 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 September 29, 2004.

[Drawing referred to in this ordinance printed on page 40250 of this Journal.]

Friedman Properties Ltd., As Agent
For Goodman-Friedman L.L.C.
(Roof Eave)

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

(Continued on page 40251)
Ordinance associated with this drawing printed on pages 40247 through 40249 of this Journal.
SECTION 1. Permission and authority are hereby given and granted to Friedman Properties Ltd., as agent for Goodman-Friedman L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) roof eave encroaching over the public right-of-way adjacent to its premises known as 150 North Dearborn Street. Said roof eave shall be twenty (20) feet in length and six (6) feet in width along West Randolph Street. Roof eave has been constructed in accordance with plans and specifications approved by the 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 1038630 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 September 29, 2004.

[Drawing referred to in this ordinance printed on page 40252 of this Journal.]

Friedman Properties Ltd., As Agent For
Goodman-Friedman L.L.C.
(Steel Sheet Pilings)

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

(Continued on page 40253)
Ordinance associated with this drawing printed on pages 40249 through 40251 of this Journal.
SECTION 1. Permission and authority are hereby given and granted to Friedman Properties Ltd., as agent for Goodman-Friedman L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) steel sheet piling(s) encroaching under the public right-of-way adjacent to its premises known as 150 North Dearborn Street. Said steel sheet pilings shall be eighty-two (82) feet in length and one (1) foot in width along North Dearborn Street. Eighty-eight (88) feet in length and one (1) foot in width along West Randolph Street. Steel sheet pilings have been constructed in accordance with plans and specifications approved by the 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 1038658 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 September 29, 2004.

[Drawing referred to in this ordinance printed on page 40254 of this Journal.]

Gart Sports/Sportmart Number 617.

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

(Continued on page 40255)
Ordinance associated with this drawing printed on pages 40251 through 40253 of this Journal.
SECTION 1. Permission and authority are hereby given and granted to Gart Sports/Sportmart Number 617, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing truck loading dock on the public right-of-way adjacent to its premises known as 620 North LaSalle Drive. Said truck loading dock shall measure ten (10) feet in length and have a depth of two (2) feet, five (5) inches. Loading dock has been constructed in accordance with plans and specifications approved by the 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 1036595 herein granted the sum of Eight Hundred Sixteen and no/100 Dollars ($816.00) 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 29, 2004.

[Drawing referred to in this ordinance printed on page 40256 of this Journal.]

Interpark.

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

(Continued on page 40257)
Ordinance associated with this drawing printed on pages 40253 through 40255 of this Journal.
SECTION 1. Permission and authority are hereby given and granted to Interpark, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twelve (12) caisson bells adjacent to its premises located at 177 North Wells Street.

West Couch Place.

Two (2) caisson bells at a depth of seventy (70) feet.

North Wells Street.

Ten (10) caisson bells at a depth of seventy (70) feet.

Caisson bells have been constructed in accordance with plans and specifications approved by the 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 1038416 herein granted the sum of Three Hundred Ninety-five and no/100 Dollars ($395.00) 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 December 20, 2004.

[Drawing referred to in this ordinance printed on page 40258 of this Journal.]
Ordinance associated with this drawing printed on pages 40255 through 40257 of this Journal.
Interparking Incorporated Number 395.

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

SECTION 1. Permission and authority are hereby given and granted to Interparking Incorporated Number 395, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) stair platform on the public right-of-way adjacent to its premises known as 330 North Columbus Drive. Said stair platform shall be constructed on private property and shall provide pedestrian access to and from the private parking lot on ground level to elevated North Columbus Drive. Said stair platform shall be located on the west side of North Columbus Drive approximately seventy-eight (78) feet north of the Chicago River with an opening onto North Columbus Drive of approximately four (4) feet, six (6) inches. Stair platform has been constructed in accordance with plans and specifications approved by the 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 1038078 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 October 31, 2004.

[Drawing referred to in this ordinance printed on page 40260 of this Journal.]
Ordinance associated with this drawing printed on page 40259 of this Journal.
LaSalle Bank, N.A., Under Trust Number 47955.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle Bank, N.A., under Trust Number 47955, 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 on West Elm Street adjacent to its premises known as 1140 North LaSalle Drive. Said space shall measure one hundred five and five-tenths (105.5) feet in length and seventy (70) feet in width for a total area of seven thousand three hundred eighty-five (7,385) square feet. A landscape of trees, turf grass and flowering shrubs will surround a paved area for deliveries and emergency vehicle access. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Landscaping has been constructed in accordance with plans and specifications approved by the 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 1038700 herein granted the sum of One Thousand and no/100 Dollars ($1,000.00) 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 12, 2004.

[Drawing referred to in this ordinance printed on page 40262 of this Journal.]
Ordinance associated with this drawing printed on page 40261 of this Journal.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to L. J. Sheridan & Company, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a decorative granite pylon on the East Washington Street sidewalk adjacent to 111 North Wabash Avenue. Said triangular pylon shall be approximately ten (10) feet in height and one (1) foot on each side. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Decorative granite pylon has been constructed in accordance with plans and specifications approved by the 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 1038471 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 December 3, 2004.

[Drawing referred to in this ordinance printed on page 40264 of this Journal.]
Ordinance associated with this drawing printed on page 40263 of this Journal.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Metra, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) areas of landscaping in the public right-of-way for beautification purposes adjacent to its premises known as 9901 South Walden Parkway. The landscaped areas shall be along the depot property at the 99th Street Station on the Beverly Branch of the Rock Island Line. A portion of the landscaping will flow over the property line and on the South Walden Parkway and West 99th Street right-of-way. Said landscaping shall measure one (1) area at sixty (60) feet in length and two (2) feet in width located along South Walden Parkway and one (1) area at sixty-three (63) feet in length and four (4) feet in width located along West 99th Street. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Landscaped areas shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1038483 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 40266 of this Journal.]
Ordinance associated with this drawing printed on page 40265 of this Journal.
Metra.
(3211 West 79th Street)

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

SECTION 1. Permission and authority are hereby given and granted to Metra, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) area of landscaping in the public right-of-way for beautification purposes adjacent to its premises known as 3211 West 79th Street. Said landscaping shall measure one hundred twenty-six (126) feet in length and sixty-three (63) feet in width and shall be adjacent to the parking lot at the Wrightwood station on the southwest service line. Landscaping shall be triangular in shape and shall be wedged between the West 79th Street right-of-way near the intersection of West 79th Street, South Kedzie Avenue and the railroad right-of-way. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Landscaping shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1038482 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 40268 of this Journal.]
Ordinance associated with this drawing printed on page 40267 of this Journal.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to North Park University, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) fiber optic conduits under the public right-of-way adjacent to its premises known as 5017 -- 5031 North Spaulding Avenue. Two (2) fiber optic cables shall be at a depth of three (3) feet below grade and measure one (1) at one hundred and twenty-five (125) feet in length and four (4) inches in width located along 5013 -- 5017 North Spaulding Avenue and one (1) at one hundred ninety-five (195) feet in length and four (4) inches in width located along 5031 -- 5047 North Spaulding Avenue. Conduits shall be constructed with plans and specifications approved by the Department of Transportation, Board of Underground. 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 1039333 herein granted the sum of One Thousand Two Hundred Ninety-nine and no/100 Dollars ($1,299.00) 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 40270 of this Journal.]
Ordinance associated with this drawing printed on page 40269 of this Journal.
Northwestern Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a recessed bay adjacent to the premises known as 240 East Ontario Street. Said recessed bay (curb cut) shall be for the exclusive use of the hospital for purposes of loading and unloading persons at the building entrance. Area shall be one hundred (100) feet in length and ten (10) feet, five and one-half (5½) inches in width. Recessed bay (curb cut) has been constructed in accordance with plans and specifications approved by the 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 1038596 herein granted the sum of Twelve Thousand Eight Hundred Fifty-two and no/100 Dollars ($12,852.00) 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 November 17, 2004.

[Drawing referred to in this ordinance printed on page 40272 of this Journal.]

Scientific Plating Co. Inc.

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

(Continued on page 40273)
Ordinance associated with this drawing printed on page 40271 of this Journal.
SECTION 1. Permission and authority are hereby given and granted to Scientific Plating Co. Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) control manhole/sampling chamber adjacent to the premises known as 2073 North Southport Avenue. Said manhole shall be two (2) feet in diameter and have a depth of eight (8) feet. Manhole shall be used for sampling by the Metropolitan Water Reclamation District. Manhole has been constructed in accordance with plans and specifications approved by the 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 1039238 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 November 30, 2004.

[Drawing referred to in this ordinance printed on page 40274 of this Journal.]

SMB Development.

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

SECTION 1. Permission and authority are hereby given and granted to SMB Development, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 40275)
Ordinance associated with this drawing printed on pages 40271 through 40273 of this Journal.
construct, install, maintain and use six (6) planters on the public right-of-way for
beautification purposes adjacent to its premises known as 865 North Larrabee
Street. Each planter shall measure ten (10) feet in length and five (5) feet in width.
Grantee must allow six (6) feet of clear and unobstructed space for pedestrian
passage at all times. Planters shall be constructed in accordance with plans and
specifications approved by the Department of Transportation and the Department
of Planning and Development. 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

The grantee shall pay to the City of Chicago as compensation for the privilege
Number 1038372 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 40276 of this Journal.]

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Thompson Building Limited Partnership, In Care Of
Mesirow Real Estate Investments, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to
Thompson Building Limited Partnership, in care of Mesirow Real Estate
Investments, Inc., upon the terms and subject to the conditions of this ordinance,

(Continued on page 40277)
Ordinance associated with this drawing printed on pages 40273 through 40275 of this Journal.
to maintain and use, as now constructed, two (2) sidewalk vaults located under the public right-of-way along North Clark Street and West Kinzie Street adjacent to the building at 350 North Clark Street.

North Clark Street.

Said vault shall run south for a distance of one hundred eighty-seven (187) feet starting from a point at the southwest corner of North Clark Street and West Kinzie Street. Said vault shall be sixteen (16) feet in width.

West Kinzie Street.

Said vault shall run west for a distance of ninety-three (93) feet starting from a point at the southwest corner of North Clark Street and West Kinzie Street. Said vault shall be sixteen (16) feet in width.

Vaults have been constructed in accordance with plans and specifications approved by the Department of Transportation. 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 1037048 herein granted the sum of Twelve Thousand Ninety-six and no/100 Dollars ($12,096.00) 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 October 30, 2004.

[Drawings referred to in this ordinance printed on pages 40278 through 40279 of this Journal.]
Ordinance associated with this drawing printed on pages 40275 through 40277 of this Journal.
Ordinance associated with this drawing printed on pages 40275 through 40277 of this Journal.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 340 On The Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use caisson bells under the public right-of-way adjacent to its premises known as 340 East Randolph Street. Said caisson bells shall measure approximately three (3) feet in length and eight (8) inches in width. Caisson bells shall be located below grade along lower level of East Randolph Street. Caisson bells shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1039267 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 40281 of this Journal.]

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

(Continued on page 40282)
Ordinance associated with this drawing printed on page 40280 of this Journal.
SECTION 1. Permission and authority are hereby given and granted to 340 On The Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) parkway planters on the public right-of-way for beautification purposes adjacent to its premises known as 340 East Randolph Street. Each planter shall measure approximately twenty-one (21) feet in length and ten (10) feet in width along upper East Randolph Street. Said planters shall each have an irrigation piping system. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. Planters shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1039243 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 40283 of this Journal.]

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

(Continued on page 40284)
Ordinance associated with this drawing printed on pages 40280 through 40282 of this *Journal*. 

[Diagram of urban infrastructure or construction plans]
SECTION 1. Permission and authority are hereby given and granted to 340 On The Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) retaining walls with guardrails (handrails) attached on the public right-of-way adjacent to its premises known as 340 East Randolph Street (lower level). Said retaining walls shall measure as follows:

1) Approximately six (6) feet in length and eight (8) inches in width.
2) Approximately seven (7) feet in length and eight (8) inches in width.
3) Approximately eight (8) feet in length and eight (8) inches in width.
4) Approximately eight (8) feet in length and eight (8) inches in width.

Retaining walls with guardrails (handrails) attached shall be constructed in accordance with plans and specifications approved by the Department of Transportation and the Department of Planning and Development. 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 1039266 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 40285 of this Journal.]
Ordinance associated with this drawing printed on pages 40282 through 40284 of this Journal.
(Earth Retention Sheeting)

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

SECTION 1. Permission and authority are hereby given and granted to 340 On
The Park Condominium Association, upon the terms and subject to the conditions
of this ordinance, to construct, install, maintain and use earth retention sheeting
under the public right-of-way adjacent to its premises known as 340 East Randolph
Street. Said sheeting shall measure approximately eighty-five (85) feet in length and
ten (10) inches in width. Earth retention sheeting shall be located about one (1) foot
below grade along the lower level of East Randolph Street. Earth retention sheeting
shall be constructed in accordance with plans and specifications approved by the
Department of Transportation and the Department of Planning and Development.
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

The grantee shall pay to the City of Chicago as compensation for the privilege
Number 1039269 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 40287 of this Journal.]
Ordinance associated with this drawing printed on page 40286 of this Journal.
437 Rush.

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

SECTION 1. Permission and authority are hereby given and granted to 437 Rush, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) existing sidewalk vault under the public right-of-way adjacent to its premises known as 437 North Rush Street. Said vault shall be sixteen (16) feet, four (4) inches in length and ten (10) feet in width. Vault has been constructed with plans and specifications approved by the 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 1038410 herein granted the sum of Five Hundred Four and no/100 Dollars ($504.00) 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 November 17, 2004.

[Drawing referred to in this ordinance printed on page 40289 of this Journal]

1150 Fulton Condominium Association.

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

(Continued on page 40290)
Ordinance associated with this drawing printed on page 40288 of this Journal.
SECTION 1. Permission and authority are hereby given and granted to 1150 Fulton Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty-eight (28) balconies projecting over the public right-of-way adjacent to its premises known as 1152 West Fulton Street. Said balconies shall be located on West Fulton Street and North Racine Avenue. Each balcony shall measure approximately twelve (12) feet in length and have a depth of five (5) feet. Balconies have been constructed in accordance with plans and specifications approved by the 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 1038428 herein granted the sum of One Thousand Four Hundred and no/100 Dollars ($1,400.00) 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 September 9, 2004.

[Drawing referred to in this ordinance printed on page 40291 of this Journal.]
Ordinance associated with this drawing printed on pages 40288 through 40290 of this Journal.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1934 North Washtenaw Condominium Association and 1935 North Fairfield Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twenty-two (22) balconies overhanging the public right-of-way adjacent to the premises known as 1934 North Washtenaw Avenue. Twenty-two (22) banks of balconies shall extend over the public right-of-way attached to the buildings at 1934 North Washtenaw Avenue and 1935 North Fairfield Avenue. Each balcony measures sixteen (16) feet, six (6) inches by six (6) feet, zero (0) inches and hangs a minimum of nineteen (19) feet, zero (0) inches above grade. Balconies have been constructed in accordance with plans and specifications approved by the 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 1037115 herein granted the sum of One Thousand One Hundred and no/100 Dollars ($1,100.00) 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 29, 2004.

[Drawing referred to in this ordinance printed on page 40293 of this Journal.]
Ordinance associated with this drawing printed on page 40292 of this Journal.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1934 North Washtenaw Condominium Association and 1935 North Fairfield Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) bridge over the public right-of-way adjacent to its premises known as 1934 North Washtenaw Avenue. Said three (3) story existing bridge connects the buildings at 1934 North Washtenaw Avenue and 1935 North Fairfield Avenue. Bridge measures seventeen (17) feet in length and sixteen (16) feet in width. Bridge has been constructed in accordance with plans and specifications approved by the 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 1037116 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 September 29, 2004.

[Drawing referred to in this ordinance printed on page 40295 of this Journal.]
Ordinance associated with this drawing printed on page 40294 of this *Journal*. 
1934 North Washtenaw Condominium Association And
1935 North Fairfield Condominium Association
(Vault)

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

SECTION 1. Permission and authority are hereby given and granted to 1934 North Washtenaw Condominium Association and 1935 North Fairfield Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) vault under the public right-of-way adjacent to its premises known as 1934 North Washtenaw Avenue. Said existing vault is located beneath the sixteen (16) foot public alley between 1934 North Washtenaw Avenue and 1935 North Fairfield Avenue. Vault measures one hundred twenty-five (125) feet in length and sixteen (16) feet in width, connecting the above buildings. Vault has been constructed in accordance with plans and specifications approved by the 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 1037113 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 September 29, 2004.

[Drawing referred to in this ordinance printed on page 40297 of this Journal.]
Ordinance associated with this drawing printed on page 40296 of this Journal.
AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 4256 NORTH CENTRAL AVENUE.

The Committee on Transportation and Public Way submitted the following report:


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 order transmitted herewith to maintain and use ten canopies located at Suparossa, 4256 North Central Avenue. This order was referred to the Committee on December 1, 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:


Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.
Alderman Allen invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had a prior business relationship with the applicant to this order.

The following is said order as passed:

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Suparossa ("Permittee") to construct, maintain and use ten (10) canopies over the public way attached to the structure located at 4256 North Central Avenue for a period of three (3) years from and after October 14, 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 five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at five (5) feet in length and three (3) feet in width, one (1) at ten (10) feet in length and five (5) feet in width and one (1) at fourteen (14) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038423 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.

AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, INSTALL, MAINTAIN AND USE CANOPIES AT VARIOUS LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:


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 December 1, 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:

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):

Active Electrical Supply: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Active Electrical Supply ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4240 West Lawrence Avenue for a period of three (3) years from and after October 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 six (6) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1037110 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.

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*Altmans Shoes: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Altmans Shoes ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 118 West Monroe Street for a period of three (3) years from and after November 18, 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 five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038723 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.

Broadway Festival L.L.C.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Broadway Festival L.L.C. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5300 North Broadway for a period of three (3) years from and after September 5, 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 one hundred twenty-six (126) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036590 the sum of One Hundred Fifty-one and no/100 Dollars ($151.00) 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.

Friedman Properties Ltd., As Agent For

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Friedman Properties Ltd., as agent for Goodman-Friedman L.L.C. ("Permittee"), to construct, maintain and use two (2) canopies over the public way attached to the structure located at 150 North Dearborn Street for a period of three (3) years from and after September 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 thirty-six (36) feet in length and seven (7) feet in width and one (1) at one hundred (100) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038617 the sum of One Hundred Eighty-six and no/100 Dollars ($186.00) 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.

Harrison Street Lofts Condominium: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Harrison Street Lofts Condominium ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 547 South Clark Street for a period of three (3) years from and after November 18, 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 (14) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038299 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.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Kieffer & Co., Inc. ("Permittee") to construct, maintain and use seven (7) canopies over the public way attached to the structure located at 111 North Wabash 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 seventeen (17) feet in length and five (5) feet in width along North Wabash Avenue and five (5) at seventeen (17) feet in length and five (5) feet in width along East Washington Street. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038629 the sum of Three Hundred Fifty and no/100 Dollars ($350.00) 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.

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*La Donna, Inc.: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to La Donna, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5146 North Clark Street for a period of three (3) years from and after November 15, 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 eighteen (18) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038500 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.


Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lynch Properties, L.L.C. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5133 West Irving Park Road for a period of three (3) years from and after September 5, 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 seventeen (17) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038607 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.

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**Miller’s Pub & Restaurant: Canopy.**

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Miller’s Pub & Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 134 South Wabash Avenue for a period of three (3) years from and after October 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 seventeen (17) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036981 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.

Moody Bible Institute Of Chicago: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Moody Bible Institute of Chicago ("Permittee") to construct, maintain and use six (6) canopies over the public way attached to the structure located at 150 West Chicago Avenue for a period of three (3) years from and after October 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 eighteen (18) feet in length and four (4) feet in width, one (1) at eighteen (18) feet in length and four (4) feet in width, one (1) at eighteen (18) feet in length and four (4) feet in width, one (1) at eighteen (18) feet in length and four (4) feet in width, one (1) at fifteen (15) feet in length and four (4) feet in width and one (1) at fifteen (15) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036976 the sum of Three Hundred and no/100 Dollars ($300.00) 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.

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Mr. John Rentas: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to John Rentas ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 31 East Balbo Avenue 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 canopy shall not exceed one hundred twenty-five (125) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038122 the sum of One Hundred Fifty and no/100 Dollars ($150.00) 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.

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Rosebud On Rush: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rosebud On Rush ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 720 North Rush Street for a period of three (3) years from and after October 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 canopies shall not exceed one (1) at twenty-one and six-tenths (21.6) feet in length and ten (10) feet in width and one (1) at twelve (12) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036985 the sum of One Hundred and no/100 Dollars ($100.00) 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.

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Second Federal Savings & Loan: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Second Federal Savings & Loan ("Permittee") to construct, maintain and use six (6) canopies over the public way attached to the structure located at 4281 South Archer Avenue for a period of three (3) years from and after September 9, 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 six (6) at fourteen (14) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1036982 the sum of Three Hundred and no/100 Dollars ($300.00) 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.

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The Whitehall Hotel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Whitehall Hotel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 105 East Delaware Place 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 canopy shall not exceed thirty-two (32) feet in length and fifteen (15) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1035143 the sum of Fifty-seven and no/100 Dollars ($57.00) 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.


10 West Jackson Limited Partnership,
In Care Of Klaff Realty: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 10 West Jackson Limited Partnership, in care of Klaff Realty ("Permittee"), to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10 West Jackson Boulevard for a period of three (3) years from and after October 26, 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 thirty (30) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1037046 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.

50 East Bellevue Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 50 East Bellevue Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 50 East Bellevue Place for a period of three (3) years from and after November 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 (20) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038232 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.

100 East Huron Street Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 100 East Huron Street Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 100 East Huron Street for a period of three (3) years from and after November 6, 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 eighteen (18) feet in length and eighteen (18) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1038231 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 ALLEY IMPROVEMENTS
BY SPECIAL ASSESSMENT.

The Committee on Transportation and Public Way submitted the following report:


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 improvement ordinances transmitted herewith. These ordinances were referred to the Committee on December 1, 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:

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):

Alley Between West Argyle Street, West Strong Street, North Lavergne Avenue And Dead-End Railroad.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of One Thousand Eight Hundred Four and no/100 Dollars ($1,804.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear
interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2\textsuperscript{nd}) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14\textsuperscript{th}, 1897 A.D., and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with Portland cement concrete and otherwise improving the roadway between:

West Argyle Street, West Strong Street, North Lavergne Avenue and Dead-End Railroad in the City of Chicago, County of Cook and State of Illinois,
together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett

We hereby submit an estimate of the costs of such improvement including labor and materials:

$36,085.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 1,804.00

TOTAL: $37,889.00

And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ________________, the Board of Local Improvements.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Four Thousand One Hundred Fifty-seven and no/100 Dollars ($4,157.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto.
SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West Jarvis Avenue, West Chase Avenue, North Olcott Avenue and North Oleander Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett
We hereby submit an estimate of the costs of such improvement including labor and materials:

$83,155.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 4,157.00

TOTAL: $87,312.00

And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ________________, the Board of Local Improvements.

Alley Between West Lawrence Avenue, West Leland Avenue, North Laporte Avenue And North Lavergne Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Five
Thousand One Hundred Six and no/100 Dollars ($5,106.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:
Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West Lawrence Avenue, West Leland Avenue, North Laporte Avenue and North Lavergne Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of
Local Improvements
of the
City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett

We hereby submit an estimate of the costs of such improvement including labor and materials:

$102,137.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement

$ 5,106.00

TOTAL:  $107,243.00
And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, _______________, the Board of Local Improvements.

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Alley Between East 75th Street, East 76th Street, South Chappel Avenue And South Jeffery Boulevard.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Five Thousand Two Hundred Fifteen and no/100 Dollars ($5,215.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.
SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

East 75th Street, East 76th Street, South Chappel Avenue and South Jeffery Boulevard in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses
attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett

We hereby submit an estimate of the costs of such improvement including labor and materials:

$104,301.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 5,215.00

TOTAL: $109,516.00

And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ____________, the Board of Local Improvements.
Alley Between West 80th Street, West 80th Place, Pennsylvania Railroad And South Oakley Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Three Thousand Nine Hundred Eighty-six and no/100 Dollars ($3,986.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto.
SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West 80th Street, West 80th Place, Pennsylvania Railroad and South Oakley Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala

(Signed) Frank Pauley

(Signed) Benjamin Reyes

(Signed) Larry Garnett
We hereby submit an estimate of the costs of such improvement including labor and materials:

$79,723.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 3,986.00

TOTAL: $83,709.00

And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ________________, the Board of Local Improvements.

Alley Between West 97th Street, West 99th Street, South Oakley Avenue And South Claremont Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. The said improvement shall be made and the cost thereof including the lawful expenses attending the same, be paid by special assessments in accordance with an Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Nine
Thousand One Hundred and no/100 Dollars ($9,100.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to the public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:
Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West 97th Street, West 99th Street, South Oakley Avenue and South Claremont Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett

We hereby submit an estimate of the cost of such improvement including labor and materials:

$182,132.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 9,100.00

TOTAL: $191,232.00
And we hereby certify that in our opinion the above estimate does not exceed the
probable cost of the above proposed improvement and lawful expenses attending the
same.

Dated, Chicago, ________________, the Board of Local Improvements.

Alley Between West 104th Street, West 105th Street, South
Oakley Avenue And South Claremont Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the
City of Chicago, providing for said improvement, together with the cost hereof,
including the lawful expenses attending the same, made by the engineer of said
Board both hereto attached, be and the same are hereby approved.

SECTION 2. The said improvement shall be made and the cost thereof, including
the lawful expenses attending the same, be paid by special assessment in
accordance with an Act of the General Assembly of the State of Illinois, entitled "An
Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the
amendments thereto, and that of said special assessment of the sum of Four
Thousand Three Hundred Ninety and no/100 Dollars ($4,390.00) not exceeding five
(5) per centum of the amount of said assessment as finally determined after the
completion of said improvement in accordance with Article 9-2 of said Act, shall be
applied toward the payment of the cost of making, levying and collecting said special
assessment, and of letting and executing contracts, advertising, clerical hire,
engineering and inspection, court costs and deficiency in interest in the matter of
said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against
the property and also the assessment on each lot and parcel of land therein
assessed shall be divided into five (5) installments in the manner provided by the
statute in such cases made and provided, and each of said installments shall bear
interest at the rate of seven (7) per centum per annum according to law until paid,
or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd)
and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to the public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West 104th Street, West 105th Street, South Oakley Avenue and South Claremont Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses
attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett

We hereby submit an estimate of the cost of such improvement including labor and materials:

$87,808.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 4,390.00

TOTAL: $92,198.00

And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ________________, the Board of Local Improvements.
Alley Between West 106th Street, West 107th Street, South Hoyne Avenue And South Hamilton Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. The said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Five Thousand Nine Hundred Seventeen and no/100 Dollars ($5,917.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to the public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto.
SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West 106th Street, West 107th Street, South Hoyne Avenue and South Hamilton Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of
Local Improvements
of the
City of Chicago

(Signed) George Migala

(Signed) Frank Pauley

(Signed) Benjamin Reyes

(Signed) Larry Garnett
We hereby submit an estimate of the cost of such improvement including labor and materials:

$118,357.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 5,917.00

TOTAL: $124,274.00

and we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ______________, the Board of Local Improvements.

____________________________

Alley Between West 114th Street, West 115th Street, South Washtenaw Avenue And South Fairfield Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. The said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with An Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Five
Thousand Two Hundred Thirty-eight and no/100 Dollars ($5,238.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to the public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:
Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West 114th Street, West 115th Street, South Washtenaw Avenue and South Fairfield Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett

We hereby submit an estimate of the cost of such improvement including labor and materials:

$104,765.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement

$  5,238.00

TOTAL:     $110,003.00
And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ________________, the Board of Local Improvements.

Alley Between West 115th Street, West 116th Street, South Campbell Avenue And South Maplewood Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. The said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Six Thousand Twenty-two and no/100 Dollars ($6,022.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and
succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to the public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled “An Act Concerning Local Improvements”, approved June 14th, 1897 A.D., and the amendments thereto.

SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West 115th Street, West 116th Street, South Campbell Avenue and South Maplewood Avenue in the City of Chicago, County of Cook and State of Illinois, together with an estimate of the cost of said improvement and the lawful expenses
attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of
Local Improvements
of the
City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett

We hereby submit an estimate of the cost of such improvement including labor and materials:

$120,450.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 6,022.00

TOTAL: $126,472.00

And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ________________, the Board of Local Improvements.
Alley Between West 115th Street, West 116th Street, South Western Avenue And South Artesian Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto, and that of said special assessment of the sum of Five Thousand Nine and no/100 Dollars ($5,009.00) not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount hereto ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second (2nd) and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, 1897 A.D., and the amendments thereto.
SECTION 5. That the Corporation Counsel be and is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for alley construction with Portland cement concrete and otherwise improving the roadway between:

West 115th Street, West 116th Street, South Western Avenue and South Artesian Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement completed therein.

Respectfully submitted,

Board of Local Improvements of the City of Chicago

(Signed) George Migala
(Signed) Frank Pauley
(Signed) Benjamin Reyes
(Signed) Larry Garnett
We hereby submit an estimate of the costs of such improvement including labor and materials:

$100,105.00

Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvement $ 5,009.00

TOTAL: $105,114.00

And we hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement and lawful expenses attending the same.

Dated, Chicago, ____________, the Board of Local Improvements.

____________________________________

AUTHORIZATION FOR APPROVAL OF PLAT OF REGENTS PARK 2 SUBDIVISION ON PORTION OF NORTH KEDZIE AVENUE.

The Committee on Transportation and Public Way submitted the following report:


To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for a proposed Regents Park 2 Subdivision having a frontage on the east line of North Kedzie Avenue of
240.0 feet, beginning at a point 341.23 feet north of the north line of West Albion Avenue and running thence north and having a depth of 330.20 feet for Regent Park City Homes, L.L.C.. This ordinance was referred to the Committee on December 1, 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:


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 Regents Park 2 Subdivision having frontage on the east line of North Kedzie Avenue of 240.0 feet beginning at a point 341.23 feet north of the north line of West Albion Avenue and running; thence north and having a depth of 330.20 feet for Regent Park City Homes, L.L.C. (File Number 36-50-04-2846).
AUTHORIZATION FOR APPROVAL OF PLAT OF SANTA FE
GARDEN PHASE V SUBDIVISION IN AREA BOUNDED
BY WEST 18TH STREET, SOUTH WENTWORTH
AVENUE, WEST 19TH STREET AND
SOUTH GROVE AVENUE.

The Committee on Transportation and Public Way submitted the following report:


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 Santa Fe Garden Phase V Subdivision in the area bounded by West 18th Street, South Wentworth Avenue, West 19th Street and South Grove Avenue for Richview Parkshore, L.L.C.. This ordinance was referred to the Committee on December 1, 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, Ocasio,
Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks,
Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller,
Schulter, M. Smith, Moore, Stone -- 50.

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 Santa
Fe Garden Phase V Subdivision in the area bounded by West 18th Street, South
Wentworth Avenue, West 19th Street and South Grove Avenue for Richview
Parkshore, L.L.C. (File Number 21-25-04-2844).

SECTION 2. This ordinance shall take effect and be in force from and after its
passage.

[Plat referred to in this ordinance printed
on page 40352 of this Journal.]

VACATION OF PORTION OF SOUTH DEARBORN STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 40353)
Ordinance associated with this drawing printed on page 40351 of this Journal.

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 all of the remaining portion of South Dearborn Street, running south from the south line of West Cullerton Street for a distance of 112.8 feet. This ordinance was referred to the Committee on December 1, 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:


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 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 South Dearborn Street lying west of the west line of Block 33, lying east of the east line of Block 34, lying south of a line drawn from the northwest corner of Block 33 to the northeast corner of Block 34 and lying north of the north line of vacated South Dearborn Street, vacated by ordinance approved May 27, 1964 by the City Council of the City of Chicago and recorded June 23, 1964 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 19164304, said north line being described as "a line two and three-tenths (2.3) feet north of and parallel with the south line of Lot Three (3) in said Block Thirty-three (33) produced west sixty-six (66) feet" all in Canal Trustees' New Subdivision of the east fraction of fractional southeast quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said part of public street herein vacated being further described as all of the remaining portion of South Dearborn Street, running south from the south line of West Cullerton Street for a distance of 112.8 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 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 that part of the street as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in that part of the street as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.
SECTION 3. 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 street as herein vacated, with the right of ingress and egress.

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 in all of the “to be vacated” part of the public 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 the said area which would interfere with the construction, operation, maintenance, repair, removal or replacement of said facilities.

SECTION 4. 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 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 printed on page 40356 of this Journal.]

VACATION OF PORTION OF WEST GRENSHAW STREET AND SPECIFIED PUBLIC ALLEYS IN AREA BOUNDED BY SOUTH KOSTNER AVENUE, WEST ROOSEVELT ROAD AND RIGHT-OF-WAY OF CHICAGO, ST. CHARLES AND MISSISSIPPI AIRLINE RAILROAD.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 40357)
Ordinance associated with this drawing and legal description printed on pages 40354 through 40355 of this Journal.

"A"
Subdivision of the S.E. 1/4 of Section 21-39-14 into outlots pursuant to Law by the Board of Commissioners of the Illinois Michigan Canal in the year of 1836.

"B"
Canal Trustee's Subdivision of Blocks in the S.E. 1/4 of Section 21-39-14 lying E. of the S. Branch of the Chicago River.

"C"
Canal Trustee's New Subdivision of Blocks in E. frac. of frac. of the S.E. 1/4 of Section 21-39-14.

"D"
Rose's Subdivision of Lots 2 and 3 in Block 34 of Canal Trustee's New Subdivision etc. (See "C").

"E"

"F"
Vacated by Ordinance passed March 6, 1967. Rec. April 25, 1967 Doc.# 20119182

Dr. No. 21-3-00-2493

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 West Grenshaw Street lying between the east line of South Kostner Avenue east of and parallel with the east line of South Kostner Avenue, together with all the remaining alleys in the area bounded by South Kostner Avenue, east of and parallel with the east line of South Kostner Avenue, the abandoned right-of-way of the Chicago, St. Charles and Mississippi Airline Railroad and West Roosevelt Road along with all of the east/west 16 foot public alley running east from the east line of South Kostner Avenue, as measured along the northerly line of said 16 foot public alley lying between West Grenshaw Street and vacated West Fillmore Street. This ordinance was referred to the Committee on December 1, 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:


Nays -- None.
Alderman Allen 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 public street and public alleys and 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 West Grenshaw Street lying south of the south line of Lots 1, 2, 3 and 8, lying south of a line drawn from the southwest corner of Lot 3 to the southeast corner of Lot 8, lying north of the line of Lots 9, 14, 15 and 16, lying north of a line drawn from the northeast corner of Lot 9 to the northwest corner of Lot 14, lying east of a line drawn from the southwest corner of Lot 8 to the northwest corner of Lot 9 and lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 16 all in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, South of Barry Point Road, in Cook County, Illinois,

Also,

all of the north/south 16 foot public alley lying west of the west line of Lot 3, lying east of the east line of Lots 4 to 8, both inclusive, lying south and southerly of a line drawn from the northwest corner of Lot 3 to the northeast corner of Lot 4 and lying north of a line drawn from a line drawn from the southwest corner of Lot 3 to the southeast corner of Lot 8 all in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid,

Also,

all of the north/south 16 foot public alley lying east of the east line of Lots 9 to 13
both inclusive, lying west of the west line of Lot 14, lying south of a line drawn from
the northeast corner of Lot 9 to the northwest corner of Lot 14 and lying north of a
line drawn from the southeast corner of Lot 13 to the southwest corner of Lot 14 all
in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames’ 12th Street Addition
aforesaid,

Also,

all of the remaining east/west 16 foot public alley lying south of the south
line of Lot 13 in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames’ 12th
Street Addition aforesaid, lying south of a line drawn from the southeast corner of
Lot 13 in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames’ 12th Street
Addition aforesaid to the southwest corner of Lot 14 in resubdivision of Lots 1 to 16,
inclusive, in Conklin and Ames’ 12th Street Addition aforesaid, lying north of the
north line of Lots 20 to 24, both inclusive, in Conklin and Ames’ 12th Street
Addition, being a subdivision in the southeast quarter of Section 15 aforesaid, lying
east of a line drawn from the southwest corner of Lot 13 in resubdivision of Lots 1
to 16, inclusive, in Conklin and Ames’ 12th Street Addition aforesaid to the
northwest corner of Lot 24 in Conklin and Ames’ 12th Street Addition aforesaid and
lying west of the west line of the east/west 16 foot vacated alley, vacated by
ordinance approved February 28, 1946 by the City Council of the City of Chicago
and recorded April 15, 1946 in the Office of the Recorder of Deeds of Cook County,
Illinois as Document Number 13767865,

Also,

all of the northwesterly/southeasterly 20 foot public alley lying south and southerly
of the southwesterly line of Lots 33 to 39, both inclusive, lying north and northerly
of a line 20 feet south of and parallel with the southwesterly line of Lots 33 to 39,
both inclusive (as measured perpendicular to said southwesterly line of Lots 33 to
39, both inclusive), lying west and westerly of the southerly extension of the east
line of Lot 33 and lying east and easterly of the southerly extension of the west line
of Lot 33 in Conklin and Ames’ 12th Street Addition, being a subdivision in the
southeast quarter of Section 15, Township 39 North, Range 13, East of the Third
Principal Meridian, south of Barry Point Road; said part of public street and public
alleys and part of public alley herein vacated being further described as West
Grenshaw Street lying between the east line of South Kostner Avenue and a line
198.0 feet, more or less, east of and parallel with the east line of South Kostner Avenue, together with all of the remaining public alleys in the area bounded by South Kostner Avenue, a line 198.0 feet, more or less, east of and parallel with the east line of South Kostner Avenue, the abandoned right-of-way of the Chicago, St. Charles and Mississippi Airline Railroad and West Roosevelt Road and all of the easterly/westerly 16 foot public alley running easterly from the east line of South Kostner Avenue for a distance of 171.50 feet, more or less, as measured along the northerly line of said 16 foot public alley lying between West Grenshaw Street and vacated West Fillmore 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 are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves that part of the public street and those parts of the public alleys as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in the public street and those parts of the public alleys as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. 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 the public street and the public alleys as herein vacated, with the right of ingress and egress.

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 in all of the “To Be Vacated” public street and the public alleys, 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 the said area which would interfere with the
construction, operation, maintenance, repair, removal, or replacement of said facilities.

SECTION 4. 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 City of Chicago (Department of Planning and Development) 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 the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public streets and public alleys along the east side of South Kostner Avenue hereby vacated similar to the sidewalk along the east side of South Kostner Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. 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 City of Chicago (Department of Planning and Development) 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 6. This ordinance shall take effect and be in force from and after its passage.

(Drawing referred to in this ordinance printed on page 40363 of this Journal.)

Legal description attached to the aforementioned drawing reads as follows:

"A".

Cady's Subdivision of Lot 3 of DeWolf's Subdivision of the west 27 acres of the southeast quarter, lying South of Barry Point Road of Section 15-39-13.
“B”.

Subdivision of Lot 2 and the west 1¼ acres of Lot 1 of Lyman E. DeWolf's Subdivision of the west 27 acres (south of Barry Point Road) of the southeast quarter of Section 15-39-13, excepting therefrom a strip 100 feet wide, running easterly and westerly across said land.

“C”.

Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15-39-13, south of Barry Point Road.

“D”.

Resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, et cetera (see “C”).

“E”.


“F”.


“G”.

Weinberg's Subdivision. The south 166.0 feet of the east 1.26 chains of the west 6.0 chains of the west half of the southeast quarter of Section 15-39-13 (except the south 33 feet thereof taken for a public street).
Ordinance associated with this drawing printed on pages 40358 through 40361 of this Journal.
VACATION OF PORTION OF WEST LELAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:


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 of West Leland Avenue lying east of the east line of North Clarendon Avenue and westerly of the westerly line of North Marine Drive. 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 substitute ordinance transmitted with the foregoing committee report was passed by yeas and nays as follows:


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 public streets, part of public streets, public alleys and part of public alleys 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 West Leland Avenue (and accretions thereto) as opened and extended from North Clarendon Avenue to Lake Michigan by ordinance approved October 17, 1923 by the City Council of the City of Chicago; Order of Possession entered August 2, 1928 through condemnation proceedings in the County Court of Cook County, Illinois as Document Number 53029, Warrant Number 51927, being described in said condemnation as "the north sixty-six (66) feet accretions thereto of the south one hundred twenty-three and seventy-five one-hundredths (123.75) feet of Lot One (1) in partition of the south one thousand five hundred thirty-one (1,531) feet of Lot One (1) in School Trustees' Subdivision of Section Sixteen (16), Township Forty (40) North, Range Fourteen (14), East of the Third Principal Meridian, and accretions", in Cook County, Illinois and lying east of the west line of Lot 1 in partition of the south 1,531 feet of Lot 1 in School Trustees' Subdivision of fractional Section 16 aforesaid and lying west of the west boundary line of Lincoln Park by agreement between Lincoln Park Commissioners and the owner of Lot 1 in the partition of the south 1,531 feet of Lot 1 in School Trustees' Subdivision of fractional Section 16 aforesaid, said part of public street, herein vacated being further described as West Leland Avenue lying east of the east line of North Clarendon Avenue and westerly of the westerly line of North Marine Drive by 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 Company, 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 electric energy under, over and along that part of the public street as herein vacated with the right of ingress and egress.

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 in all of the “To Be Vacated” part of public 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.

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, VHS Acquisition Subsidiary Number 3, Inc. and Wellness Associates, L.L.C. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street hereby vacated the sum One Million One Hundred Ninety-six Thousand Eight Hundred and no/100 Dollars ($1,196,800.00), 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 West Leland Avenue hereby vacated, similar to the sidewalk and curb in North Clarendon Avenue and North Marine Drive.

SECTION 4. The vacation herein provided for is made upon the express condition that building atrium shall be kept open to public access during C.T.A. service hours.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, VHS Acquisition Subsidiary Number 3, Inc. and Wellness Associates, L.L.C. 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 6. This ordinance shall take effect and be in force from and after its passage.

(Drawing and legal description referred to in this ordinance printed on page 40367 of this Journal.)
Ordinance associated with this drawing and legal description printed on pages 40365 through 40366 of this Journal.

"A" Partition of S. 1531 ft. of Lot 1 in the School Trustee's Subdivision of Sec. 16-40-14. Except so much thereof as has been conveyed to Devotion C. Eddy by deed.

"B" Ordinance for the widening of Lakeside Pl. from Clarendon Av. to Lake Michigan passed May 4, 1896. Rec. Sept. 15, 1900 Doc# 3008540

"C" West Boundary Line of Lincoln Park by agreement between Lincoln Park Comm.'s and the owner of Lot 1, (except that part thereof Lakeside Pl.) in the Superior Court Ptn. of the S. 1531 ft. of Lot 1, (except so much thereof as was conveyed to Devotion C. Eddy by deed) in School Trustee's Subdivision of Sec. 16-40-14.

"D" West Boundary Line of Lincoln Park by agreement between Lincoln Park Comm.'s and the owner of Lot 2 in the Superior Court Ptn. of the S. 1531 ft. etc. School Trustee's Subdivision of Sec. 16-40-14.


AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:


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 authorizing and directing the Commissioner of Transportation to construct traffic circles at specified intersections. These ordinances were referred to the Committee on December 1, 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:


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 South Kenneth Avenue**  
**And West 68th Street.**

*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 South Kenneth Avenue and West 68th Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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**Intersection Of South La Crosse Avenue**  
**And West 64th Street.**

*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 South La Crosse Avenue and West 64th Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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**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:

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 December 1, 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:


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):

Abbey Flooring, 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 Abbey Flooring, Inc. of 2715 West Barry Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2715 West Barry Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Accurate Glass/Mr. Mike Byrne.

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 Accurate Glass/Mike Byrne from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 3215 West Montrose Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Accurate Imports, 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 Accurate Imports, Inc., 4329 West Addison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4329 West Addison Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.
Alejandre Cliserio Of CA Design And Iron.

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 Alejandre Cliserio of CA Design and Iron of 3738 West Division Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3738 West Division Street.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and publication.

America Auto Repair Service.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt America Auto Repair Service from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3541 -- 3543 West 63rd Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ashley Manor, 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 Ashley Manor, L.L.C. located at 3132 North Clybourn Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3132 North Clybourn Avenue.
SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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Belmont 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 Belmont L.L.C. of 6444 West Belmont Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6444 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force for and after its passage and publication.

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Carnicerias Guanajuato.

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 Carnicerias Guanajuato of 1613 West Julian Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1613 West Julian Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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CVS/Gershman Brown & Associates.

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 CVS/Gershman Brown & Associates from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3343 West Montrose Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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Mr. Anthony DeGrazia.

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 DeGrazia of 3553 West 38th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3553 West 38th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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Deva 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 Deva Development located at 2600 -- 2624 West Diversey Parkway from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2600 -- 2624 West Diversey Parkway.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.
Full Service Auto Repair Inc./Mr. Charles Serlin.

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 Full Service Auto Repair Inc./Charles Serlin from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 4720 North Kimball Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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Jasper Builders.

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 Jasper Builders, 1502 - 1504 North Sedgwick Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 1502 - 1504 North Sedgwick Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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Joseph Freed Homes 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 Joseph Freed Homes L.L.C. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3140 and 3150 North Sheffield Avenue.
SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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Lake Park Partners, 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 Lake Park Partners, L.L.C. of 2327 West Medill Avenue, Suite 3, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1257 East 46th Street, 1261 East 46th Street and 4606 South Lake Park Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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Landmark Development Associates, 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 Commissioner of Transportation is hereby authorized and directed to exempt Landmark Development Associates, Inc. of 1527 Acorn Court, Wheeling, Illinois from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3971 South Ellis Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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Latin School Of Chicago.

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 the Latin School of Chicago, 45 West North Boulevard, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for a loading berth at 45 West North Boulevard.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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Chris LaRocco/LS & KW 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 Mi Tierra Restaurant, 2528 South Kedzie Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2528 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.
O'Flaherty Builders.

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

SECTION 1. Pursuant to Municipal Code Section 10-20-430 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt representatives of O'Flaherty Builders from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4620 – 4622 North Clarendon Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Smithfield Properties.

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 Smithfield Properties, 400 West Huron Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1215 to 1257 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Solo Development Group II, 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 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and
egress to parking facilities for Solo Development Group II, L.L.C., 3389, 3391 and 3393 South Archer Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Solo Development Group III, 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 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for Solo Development Group III, L.L.C., 3510 South Hoyne Avenue, Units 1 -- 6 and 3511 South Seeley Avenue, Units 1 -- 6.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Superior Performance Hand Car Wash.

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 Superior Performance Hand Car Wash of 2933 North Elston Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2933 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.
Tenorio Tire 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 Tenorio Tire Shop of 2548 West 63rd Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2548 West 63rd Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Walgreens.

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 Walgreens located at 2001 North Milwaukee Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2001 North Milwaukee Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Western Avenue Sales, 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 Commissioner of Transportation is hereby authorized and directed to exempt Western Avenue Sales, Inc. of 7407 to 7413 South Western Avenue from the
provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7407 to 7413 South Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

116 West Hubbard 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 116 West Hubbard L.L.C., 116 West Hubbard Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for a loading berth at 116 West Hubbard Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

2740 West Armitage, 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 2740 West Armitage, L.P. located at 2740 West Armitage Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2740 West Armitage Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.
STANDARDIZATION OF ALLEY BOUNDED BY NORTH STATE STREET,
NORTH DEARBORN STREET, WEST RANDOLPH STREET
AND WEST LAKE STREET AS "PAUL ASH WAY".

The Committee on Transportation and Public Way submitted the following report:


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 for the standardization of the alley bounded on the east by North State Street, on the west by North Dearborn Street, on the south by West Randolph Street and on the north by West Lake Street as "Paul Ash Way". This ordinance was referred to the Committee on December 1, 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:


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 the 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 alley bounded on the east by North State Street, on the west by North Dearborn Street, on the south by West Randolph Street and on the north by West Lake Street as “Paul Ash Way”.

**SECTION 2.** This ordinance shall be in full force and effect from and after passage and publication.

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**STANDARDIZATION OF SPECIFIED CORNERS OF WEST ONTARIO STREET AND WEST OHIO STREET AS "RAY A. KROC WAY".**

The Committee on Transportation and Public Way submitted the following report:


*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 following locations: the southeast corner of Ontario and LaSalle Streets; the southwest corner of Ontario and Clark Streets; the northeast corner of Ohio and LaSalle Streets; and the northwest corner of Ohio and Clark Streets as “Ray A. Kroc Way”. This ordinance was referred to the Committee on December 1, 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:


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 the 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 standardization of the following locations: the southeast corner of West Ontario Street and North LaSalle Street; the southwest corner of West Ontario Street and North Clark Street; the northeast corner of West Ohio Street and North LaSalle Street; and the northwest corner of West Ohio Street and North Clark Street as "Ray A. Kroc Way".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.
The Committee on Transportation and Public Way submitted the following report:


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 East 57th Street, South Maryland Avenue to South Drexel Avenue, as “Francie And Gary Comer Way”. This ordinance was referred to the Committee on December 1, 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:


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 Commissioner of the Chicago Department of Transportation is hereby authorized and directed to cause the installation of an honorary street-name sign on East 57th Street, South Maryland Avenue to South Drexel Avenue, to be known as “Francie and Gary Comer Way”.

SECTION 2. This ordinance shall take effect upon its passage and publication.

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST HUBBARD STREET AS “KELLY SYSTEM INC.”.

The Committee on Transportation and Public Way submitted the following report:


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 Hubbard Street at North Western Avenue, on the southwest corner, as “Kelly System Inc.”. This order was referred to the Committee on December 1, 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:


*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 Hubbard Street at North Western Avenue, placing signs on the southwest corner, as “Kelly System Inc.”.

CONSIDERATION FOR HONORARY DESIGNATION OF 3100 BLOCK OF SOUTH MILLARD AVENUE AS “OFFICER DARREL HERNANDEZ AVENUE”.

The Committee on Transportation and Public Way submitted the following report:


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 3100 block of South Millard Avenue as “Officer Darrel Hernandez Avenue”. This order was referred to the Committee on December 1, 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:


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 honorily designate the 3100 block of South Millard Avenue as "Officer Darrel Hernandez Avenue".

RECOGNITION OF DEACON CHESTER J. GOLAB FOR LIFETIME ACCOMPLISHMENTS AND HONORARY STREET DESIGNATION OF CORNER OF WEST 59TH STREET AND SOUTH NASHVILLE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

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 Adopt a resolution authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate a portion of South Nashville Avenue as “Deacon Chester J. Golab Avenue”. This resolution was referred to the Committee on December 1, 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 resolution transmitted with the foregoing committee report was Adopted by yeas and nays as follows:


Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Deacon Chester J. Golab was an outstanding Chicago citizen who loved his family and his church, and who had an excellent military career ably and honorably serving his grateful nation in the United States Army during World War II; and
WHEREAS, Chester J. Golab later obtained an M.B.A. from the University of Chicago and settled into a long and comfortable and successful career as a cost accountant for Nalco Chemical Company; and

WHEREAS, Chester J. Golab celebrated life with his wife, Joan; his children, Joseph, Anna, Anthony, David and Chester, Jr.; and with grandchildren Brittany, Christopher, Sean, Michael, Zachary and Gabrielle; and

WHEREAS, Always a deeply religious man, Chester J. Golab became a deacon for Saint Daniel the Prophet Church just before he retired from the public sector and his ministry flourished for eighteen years. He led RCIA, Bible studies and Pre-Cana classes. He consoled and aided the homeless, ministered to AIDS patients and was chaplain to veterans at Hines Hospital. He regularly administered communion to shut-ins, worked tirelessly for Saint Vincent De Paul and baptized countless children into faith. He was a very special person, inspired and inspiring, and it seems fitting that he have an honorary street-name designation at the corner of West 54th Street and South Nashville Avenue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this fifteenth day of December, 2004 A.D., do hereby commend the citizens of the 23rd Ward for so honoring Deacon Chester J. Golab and express our deepest appreciation for his exemplary life's accomplishments; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Deacon Chester J. Golab.

Re-Refered -- AMENDMENT OF TITLE 4, CHAPTER 233 OF MUNICIPAL CODE OF CHICAGO TO ALLOW BOOTING OPERATIONS BY PRIVATE COMPANIES ON PRIVATE PROPERTY WITHIN FORTIETH WARD.

The Committee on Transportation and Public Way submitted the following report:


To the President and Members of the City Council:
Your Committee on Transportation and Public Way, having under consideration an ordinance introduced by Alderman Patrick J. O'Connor (which was referred on December 1, 2004), an amendment to an ordinance that would include the 40th Ward to the existing pilot program in the 1st, 27th, 30th, 32nd, 33rd, 43rd, and 44th Wards, begs leave to recommend that Your Honorable Body Re-Refer the ordinance which is transmitted herewith to the Committee on License and Consumer Protection.

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 committee’s recommendation was Concurred In and the said proposed ordinance transmitted with the foregoing committee report was Re-Referred to the Committee on License and Consumer Protection by yeas and nays as follows:


Nays -- None.

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

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS
1-H, 5-H, 5-I, 9-I AND 9-P.

The Committee on Zoning submitted the following report:


To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on
December 9, 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 four ordinances which were corrected and
amended in their amended form. They are Application Numbers 14651, 14686,
14590 and 14433.

Please let the record reflect that I, William J. P. Banks, abstained from voting and
recused myself on Application Numbers 14651, 14661, 14668, 14669, 14590 and
14574 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
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:


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 familiar 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-H.
(Application Number 14668)

Be It Ordained by the City Council of the City of Chicago:
SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Commercial Shopping District symbols and indications as shown on Map Number 1-H in the area bounded by:

North Hoyne Avenue; West Chicago Avenue; a line 23 feet east of and parallel to North Hoyne Avenue; and the alley next south of and parallel to West Chicago Avenue,

to those of a B3-3 Commercial Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)
(Application Number 14651)

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 B4-3 Restricted Service District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Francis Place; a line 113.4 feet east of and parallel to the alley next east of and parallel to North California Avenue; West Armitage Avenue; and the alley next east of and parallel to North California Avenue,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and approval.
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 R2 Single-Family Residence District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 75.5 feet northwest of and parallel to West St. Mary Street; North Stave Street; West St. Mary Street; and the alley next southwest of and parallel to North Stave Street,

to those of an RM5 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.

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Reclassification Of Area Shown On Map Number 9-I.
(Application Number 14669)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 9-I in the area bounded by:

North Kedzie Avenue; a line 361 feet north of and parallel to West Byron Street; the alley next east of and parallel to North Kedzie Avenue; and a line 161 feet north of and parallel to West Byron Street,

to those of an RM5 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.

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Reclassification Of Area Shown On Map Number 9-P.
(Application Number 14574)

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 R2 Single-Family Residence District symbols and indications as shown on Map Number 9-P in the area bounded by:

- a line 289.3 feet south of and parallel to West Addison Street;
- the alley next east of and parallel to North Pittsburgh Avenue;
- a line 319.3 feet south of and parallel to West Addison Street;
- and North Pittsburgh Avenue,

...to those of an RS3 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.

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AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 7-I.
(As Amended)
(Application Number 14590)

The Committee on Zoning submitted the following report:

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on December 9, 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 four ordinances which were corrected and amended in their amended form. They are Application Numbers 14651, 14686, 14590 and 14433.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14651, 14661, 14668, 14669, 14590 and 14574 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 14651, 14661, 14668, 14669, 14590 and 14574 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:


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 ordinance, he had a familial relationship with the applicant's attorney.

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

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 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 7-1 in the area bounded by:

the alley next north of and parallel to West Diversey Avenue; North Rockwell Street; West Diversey Avenue; and North Talman Avenue,

to those of a B2-3 Neighborhood Mixed-Use 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 10-D. (Application Number 14691)

The Committee on Zoning submitted the following report:


To the President and Members of the City Council:
Reporting for your Committee on Zoning, for which a meeting was held on December 9, 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 four ordinances which were corrected and amended in their amended form. They are Application Numbers 14651, 14686, 14590 and 14433.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14651, 14661, 14668, 14669, 14590 and 14574 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 14651, 14661, 14668, 14669, 14590 and 14574 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Alderman Preckwinkle presented a proposed substitute ordinance for the ordinance transmitted with the foregoing committee report (Application Number 14691). The motion to substitute Prevailed.

Thereupon, on motion of Alderman Banks, the said proposed substitute ordinance was Passed by yeas and nays as follows:


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 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B4-3 Restricted Service District symbols and indications as shown on Map Number 10-D in the area bounded by:

- a line 280 feet northwest of and parallel to East 40th Street; the public alley next northeast of and parallel to South Drexel Avenue; a line 205 feet northwest of and parallel to East 40th Street; and South Drexel Avenue,

...to those of an R5 General Residence District.

**SECTION 2.** This ordinance takes effect after its passage and approval.

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**AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION OF PARTICULAR AREAS.**

The Committee on Zoning submitted the following report:


*To the President and Members of the City Council:*

Reporting for your Committee on Zoning, for which a meeting was held on December 9, 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 four ordinances which were corrected and amended in their amended form. They are Application Numbers 14651, 14686, 14590 and 14433.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 14651, 14661, 14668, 14669, 14590 and 14574 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 14651, 14661, 14668, 14669, 14590 and 14574 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:


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 14680)

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 1-G in the area bounded by:

West Grand Avenue; a line 225.14 feet east of and parallel to North Armor Street; the alley next south of West Grand Avenue; and a line 150 feet east of and parallel to North Armor 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-H.
(Application Number 14535)

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 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,

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 3-F.
(Application Number 14670)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current C1-2 Restricted Commercial District symbols and indications as shown on Map Number 3-F in the area bounded by:

North Clybourn Avenue; the alley next northwest of West Division Street; North Scott Street; and a line from a point 224.81 feet northwest of the northwesterly line of the alley next northwest of West Division Street, as measured along the northeasterly line of North Scott Street, running for a distance of 202.62 feet to a point 209.12 feet northwest of the northwesterly line of the alley next northwest of West Division Street, as measured along the southwesterly line of North Clybourn Avenue,

to those of a B2-3 Neighborhood Mixed-Use District which is hereby established in the area described above.

SECTION 2. This ordinance shall be in force and effect from after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-J.
(Application Number 14634)

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:

West Le Moyne Street; a line 100 feet west of and parallel to North Monticello Avenue; the public alley next south of and parallel to West Le Moyne Street; and a line 125 feet west of and parallel to North Monticello 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 3-J.
(Application Number 14636)

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:

the public alley next north of and parallel to West Le Moyne Street; a line 144 feet west of and parallel to North Homan Avenue; West Le Moyne Street; and a line 168 feet west of and parallel to North Homan 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 4-G.
(Application Number 14678)

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 B4-2 Restricted Service District symbols and indications as shown on Map Number 4-G in the area bounded by:

a line 73.7 feet north of an parallel to West 19th Place; the public alley next east of and parallel to South Racine Avenue; and a line 48.7 feet north of and parallel to West 19th Place; and South Racine 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.

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Reclassification Of Area Shown On Map Number 5-I.  
(Application Number 14633)

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-I in the area bounded by:

a line 291.04 feet north of and parallel to West North Avenue; North Whipple Street; a line 266.04 feet north of and parallel to West North Avenue; and the public alley next west of and parallel to North Whipple Street,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

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Reclassification Of Area Shown On Map Number 5-I.  
(Application Number 14673)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current RS3 Residential Single-Unit District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line approximately 250.15 feet north of and parallel to the north line of West Wabansia Avenue; the alley next east of and parallel to North Humboldt Boulevard; a line approximately 125.08 feet north of and parallel to the north line of West Wabansia Avenue; and North Humboldt Boulevard,
to those of an RT-4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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Reclassification Of Area Shown On Map Number 5-J.
(Application Number 14631)

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-J in the area bounded by:

the public alley next north of and parallel to West Cortland Street; a line 25 feet east of and parallel to North Ridgeway Avenue; West Cortland Street; and North Ridgeway Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and approval.

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Reclassification Of Area Shown On Map Number 5-J.
(Application Number 14632)

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-J in the area bounded by:

a line 557 feet north of and parallel to West Wabansia Avenue; the public alley next east of and parallel to North Sawyer Avenue; a line 532 feet north of and parallel to West Wabansia Avenue; and North Sawyer Avenue,
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 5-J.
(Application Number 14635)

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-J in the area bounded by:

the public alley next north of and parallel to West Shakespeare Avenue; North Lawndale Avenue; a line 125 feet north of and parallel to West Shakespeare Avenue; and the public alley next west of and parallel to North Lawndale Avenue,

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 5-J.
(Application Number 14637)

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-J in the area bounded by:

the public alley next north of and parallel to West Palmer Street; a line 125 feet west of and parallel to North Drake Avenue; West Palmer Street; and a line 150 feet west of and parallel to 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-G.
(As Amended)
(Application Number 14686)

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 7-G in area bounded by:

a line 177.9 feet south and parallel to West Schubert Avenue; North Lakewood Avenue; a line 225.91 feet south of and parallel to West Schubert Avenue; and the alley next west of North Lakewood 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 7-H.
(Application Number 14532)

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 C1-1 Restricted Commercial District symbols and indications as shown on Map Number 7-H in the area 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,

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 8-E.
(Application Number 14684)

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 8-E in the area bounded by:

East 33rd Boulevard; the alley next east of South Michigan Avenue; a line 98.42 feet south of and parallel to East 33rd Boulevard; and South Michigan 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 9-H.
(Application Number 14625)

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 R4 General Residence District, Special District Number 11 symbols and indications as shown on Map Number 9-H in the area bounded by:

the public alley next north of and parallel to West Addison Street; a line 48 feet east of and parallel to North Leavitt Street; West Addison Street; and North Leavitt Street,

to those of a B4-4 Restricted Service District.

SECTION 2. This ordinance takes effect after its passage and approval.

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Reclassification Of Area Shown On Map Number 9-M.
(Application Number 14652)

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 9-M in the area bounded by:

a line 83.42 feet north of and parallel with West School Street; the public alley next west of and parallel with North Central Avenue; West School Street; and North Central Avenue,

to those of a C1-1 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

——

Reclassification Of Area Shown On Map Number 10-F.
(Application Number 14681)

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 C1-5 Restricted Commercial District and M2-3 General Manufacturing District symbols and indications as shown on Map Number 10-F in the area bounded by:

West 41st Street; a line 25 feet east of the public alley next east of and parallel with South Wallace Street; the public alley next south of and parallel with West 41st Street; the public alley next east of and parallel with South Wallace Street; West Root Street; and South Wallace Street,

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 11-J.
(Application Number 14534)

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 B4-2 Restricted Service District symbols and indications as shown on Map Number 11-J in the area 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,

to those of a C2-2 General 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 11-L.
(Application Number 14672)

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 and B3-3 General Retail District symbols and indications as shown on Map Number 11-L in the area bounded by:

the alley next south of and parallel to West Belle Plaine Avenue; North Cicero Avenue; North Milwaukee Avenue; a line 280 feet northwest of the intersection of North Cicero Avenue; and North Milwaukee Avenue, as measured at the northerly right-of-way line of North Milwaukee Avenue and perpendicular thereto; the alley next northeast of and parallel to North Milwaukee Avenue; and the alley next west of and parallel to North Cicero Avenue,

to those of a B3-3 Community Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-I.
(Application Number 14667)

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 B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 13-I in the area bounded by:

North Lincoln Avenue; the 16 foot east/west public alley parallel to and 278.70 feet south of West Winnemac Avenue; the 16 foot north/south public alley next east of North Lincoln Avenue; the 30 foot east/west public alley parallel to and next south of West Winnemac Avenue; the 24 foot public north/south alley east of North Lincoln Avenue; a line following the north line of the east/west public alley north of and parallel to North Western Avenue; and the east/west public alley north of and parallel to North Western Avenue,
to those of a B2-2 Neighborhood Mixed-Used 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 14-C.
(As Amended)
(Application Number 14433)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the
current Residential-Institutional Planned Development Number 432 symbols and
indications as shown on Map Number 14-C in the area bounded by:

a line 220 feet north of and parallel with East 56th Street; South South Shore
Drive; East 56th Street; and a line 309 feet west of and parallel with South South
Shore Drive,

to those of Residential-Institutional Planned Development Number 432, as
amended, which is hereby established in the area above described and subject to
such use and bulk regulations as are set forth in the Plan of Development attached
hereto 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 referred to in this ordinance read as follows:

Planned Development Number 432, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Planned Development Number 432, as
amended (the "Planned Development") consists of approximately sixty-
seven thousand nine hundred eighty (67,980) square feet (one and fifty-six hundredths (1.56) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the “Property”) and is owned or controlled by Montgomery Place, Inc. (the “Applicant”).

2. The Applicant shall obtain all necessary official reviews, approvals or permits. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of 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 titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant’s successors and assigns, and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 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) is made or authorized by the Applicant or any property owner’s association which is formed to succeed the Applicant.

4. This plan of development consists of sixteen (16) statements; a Bulk Regulations and Data Table; an Existing Zoning Map and an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; and a Site Landscape Plan and Building Elevations, prepared by Dorsky Hodgson & Partners, all dated October 21, 2004. Full sized copies of the exhibits are 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. The property within the Planned Development is indicated on the Planned Development Boundary and Property Line Map. Subject to the Bulk Regulations and Data Table, the following uses are permitted on the Property under this Planned Development: health care facility containing skilled care nursing home beds and related uses, independent living apartments for the elderly, assisted living units for the elderly, dining...
facilities, accessory and non-accessory off-street parking, all uses accessory to all of the foregoing uses, and all permitted and special uses in the R7 Residential District.

6. Temporary signs such as construction and marketing signs shall be permitted subject to the review and approval of the Department of Planning and Development. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Advertising signs shall not be permitted within the Planned Development.

7. Temporary construction trailers shall be permitted subject to the review and approval of the Department of Planning and Development.

8. (a) Off-street parking shall be provided in compliance with this Planned Development subject to the review and approval of the Departments of Transportation and Planning and Development.

(b) Parking which is shared between employees, residents, and non-residents and valet parking shall be permitted within this Planned Development.

(c) As long as Montgomery Place has available parking spaces and provided they are not needed by Montgomery Place residents or staff, Montgomery Place may provide a minimum of thirty-five (35) parking spaces for neighborhood use. When Montgomery Place has additional parking spaces available, it may accommodate more than thirty-five (35) parking spaces as it deems appropriate. All parking spaces will be issued in accordance with the Montgomery Place parking license and will be issued at the sole discretion of Montgomery Place.

9. 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 paved areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development.

10. In addition to the maximum heights of the buildings and any appurtenance 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.
11. The improvements on the Property, the landscaping along adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations. The project shall include a decorative barrier located along the western boundary of the Property adjacent to the Jackson Towers building. The design and location of such barrier shall be subject to approval by the Department of Planning and Development and the alderman.

12. For purposes of maximum floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to parking and mechanical equipment in excess of three thousand five hundred (3,500) square feet in a single location, regardless of placement in the building, shall be excluded. The maximum F.A.R. shall be as described in the Bulk Regulations and Data Table.

13. 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 in nature, 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 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.

14. 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 Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. The Applicant has agreed to provide green roofs over the Wellness Center additions and the existing dining room comprising a total of two thousand eighty-two (2,082) square feet, which exceeds the Department of Planning and Development requirement of twenty-five percent (25%) green roof.

15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes,
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.

16. Unless substantial construction of the improvements 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 Planned Development classification of Planned Development Number 432, as approved by the Chicago City Council on October 28, 1987, and as amended through administrative relief on March 7, 1990. The six (6) year period may be extended for up to one (1) additional year if, before the expiration, the Commissioner of the Department of Planning and Development determines that good cause for an extension is shown.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary Map; Proposed Site Plan; and Building Elevations referred to in these Plan of Development Statements printed on pages 40419 through 40431 of this Journal]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

**Planned Development Number 432, As Amended,**

**Plan Of Development**

**Bulk Regulations And Data Table.**

<table>
<thead>
<tr>
<th>General Description of Land-Use:</th>
<th>See Statement Number 5 of this Planned Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Permitted Floor Area Ratio:</td>
<td>3.5</td>
</tr>
</tbody>
</table>
Gross Site Area = Net Site Area
+ Area Remaining in Public
Right-of-Way:

86,711 square feet (1.99 acres) = 67,980
square feet (1.56 acres) + 18,731 square
feet (0.43 acres)

Setbacks from Property Line:
In substantial conformance with the
Site/Landscape Plan

Maximum Percentage of
Site Coverage:
In substantial conformance with the
Site/Landscape Plan

Minimum Number of Off-Street
Parking Spaces:
93 parking spaces

Minimum Number of Off-Street
Loading Berths:
2 loading berths (10 feet by 25 feet)

Maximum Building Height:
See attached elevations

Maximum Number of
Independent Living Units:
165 units

Maximum Number of Assisted
Living Units:
30 units

Maximum Number of Nursing
Units:
45 units

[Building Elevations referred to in this Bulk Regulations and Data
Table printed on pages 40423 through 40431
of this Journal].
Existing Zoning Map.

Applicant: Montgomery Place, Inc.
Address: 5550 S. South Shore Drive
Date: October 21, 2004
Existing Land-Use Map.

Applicant: Montgomery Place, Inc.
Address: 5550 S. South Shore Drive
Date: October 21, 2004
Planned Development Boundary Map.
Proposed Site Plan.
Partial South Elevation (5.1).
Partial Southeast Elevation (5.2).
Partial East Elevation (5.3).
Partial West Elevation (5.4).
Partial North Elevation (5.5).
Partial North Elevation (5.6).
Partial North Elevation (5.7).
Partial West Elevation (5.8).
Partial West Elevation (5.9).
Reclassification Of Area Shown On Map Number 15-G.
(Application Number 14679)

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 B2-3 Restricted Retail, C1-3 Restricted Commercial and C2-3 General Commercial District symbols as shown on Map Number 15-G in the area bounded by:

a line 265.08 feet north of and parallel to West Granville Avenue; the westerly right-of-way of the Chicago Transit Authority elevated structure; West Granville Avenue; and North Broadway,

to those of a C1-4 Restricted Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.

Reclassification Of Area Shown On Map Number 20-I.
(Application Number 14658)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 20-I in the area bounded by:

West 79th Street; South Mozart Street; the public alley next south of and parallel to West 79th Street; and a line 83.66 feet west of and parallel to South Mozart Street,

to those of a C1-1 Restricted Commercial District.

SECTION 2. This ordinance takes effect after its passage and approval.
Reclassification Of Area Shown On Map Number 20-I.
(Application Number 14683)

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 20-I in the area bounded by:

West Columbus Avenue; a line 131.37 feet northeast of South Pulaski Road (as measured along the southeast line of West Columbus Avenue); the public alley next southeast of and parallel to West Columbus Avenue; and South Pulaski Road,

to those of a B3-1 General Retail District.

SECTION 2. This ordinance takes effect after its passage and approval.

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Reclassification Of Area Shown On Map Number 20-J.
(Application Number 14617)

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 RS2 Residential Single-Unit District symbols and indications as shown on Map Number 20-J in the area bounded by:

the public alley next northwest of and parallel to West Columbus Avenue; West 85th Street; West Columbus Avenue; and South Springfield Avenue,

to those of a B5-1 General Service District.
Reclassification Of Area Shown On Map Number 22-C.
(Application Number 14619)

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 22-C in the area bounded by:

East 93rd Street; South Paxton Avenue; the public alley next south of and parallel to East 93rd Street; and a line 41.43 feet west of and parallel to South Paxton 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 22-E.
(Application Number 14682)

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 22-E in the area bounded by:

South Burnside Avenue; a line 150 feet southeast of the intersection of South Dr. Martin Luther King, Jr. Drive and South Burnside Avenue (as measured along the southwest intersection of South Burnside Avenue and South Dr. Martin Luther King, Jr. Drive); the public alley next southwest of and parallel to South Burnside Avenue; and South Dr. Martin Luther King, Jr. Drive,
to those of an R4 General Residence District.

SECTION 2. This ordinance takes effect after its passage and approval.

________________________________________

JOINT COMMITTEE.

COMMITTEE ON BUILDINGS

AND

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

________________________________________

AMENDMENT OF TITLES 7, 10, 11 AND 13 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF CONSTRUCTION SITES.

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:


To the President and Members of the City Council:

Your Committees on Buildings and Energy, Environmental Protection and Public Utilities, having held a meeting on December 14, 2004 and having had under consideration one substitute ordinance introduced by Mayor Richard M. Daley authorizing an amendment to various chapters of the Municipal Code of the City of Chicago regarding the regulation and maintenance of construction sites, 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) BERNARD L. STONE,
Committee on Buildings,
Chairman.

(Signed) VIRGINIA A. RUGAI,
Committee on Energy,
Environmental Protection
and Public Utilities,
Chairman.

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


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, Illinois (hereinafter referred to as “Chicago” or the “City”) desires to amend certain portions of the Municipal Code of Chicago (hereinafter referred to as the “Code”), as said Code pertains to the City’s regulation of construction sites; and

WHEREAS, The City has an interest in the maintenance of construction sites, both public and private, to ensure the safety of the public at all times during the construction process; and
WHEREAS, The City has the goal of promoting the recycling of construction and demolition waste produced at such sites; and

WHEREAS, The measures to be enacted herein will benefit communities by improving the cleanliness of such sites; now, therefore,

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

SECTION 1. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and deleting the language struck through as follows:

7-28-610 Workmen's Temporary Closets.

It shall be unlawful for any person to begin the construction, alteration, or repair of any building, or of any public or private works without having provided proper and sufficient toilet facilities, consisting of water closets, chemical closets, or privies, or incinerators of a type to be approved by the board of health for the use of employees engaged in the construction, alteration or repair of such building, or of such public or private works.

There shall be at least one such water closet, chemical closet, or privy, or incinerator for every 30 employees or fraction thereof. Such toilet facilities in due proportion shall be provided on at least every fifth floor of a building.

It shall be unlawful to install such water closets, chemical closets or privies, or incinerators without first having obtained a permit therefor from the department of construction and permits pursuant to standards set by the board of health, and the same shall be installed and maintained in accordance with the provisions and specifications of such permit.

7-28-800 Violation -- Penalty.

[1] Any person violating any of the provisions of this chapter shall be fined not less than $100.00 and not more than $500.00 for each offense, except where otherwise specifically provided. A separate and distinct offense shall be held to have been committed each day any person continues to violate any of the provisions hereof.

[2] In addition to any other available penalties and remedies provided for in the Code, one or more citations for violation of this chapter on each of three or more separate days within a three month period at the same construction site may result in a stop work order issued by the department that issued the citations.
directing that all activity cease for 10 days. Any further citation for violation at the same construction site within six months after the initial stop work order may result in the issuance of another 10 day stop work order. The department that issued the 10 day stop work order under this section shall lift that order only if sufficient evidence of compliance with this chapter is provided to the department. As used in this section, the term “construction site” has the meaning ascribed to the term in Section 13-32-125.

(a) It shall be unlawful for any person to knowingly violate a stop work order, or to knowingly cause, permit, encourage, assist, aid, abet or direct another person to violate a stop work order, or to knowingly in any manner be a party to a violation of a stop work order.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and

(ii) community service of not less than 10 hours, nor more than 100 hours; and

(iii) a fine of $5,000.

(b) It shall be unlawful for any person to knowingly destroy, deface, remove, damage, impair, mar, cover or obstruct any stop work order that a city official has posted or affixed at a work site.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and

(ii) community service of not less than 10 hours, nor more than 100 hours; and

(iii) a fine of not less than $200.00, nor more than $500.00.
SECTION 2. Section 10-28-899 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:


* * * *

(Subsections (A) through (J) of Section 10-28-899 are not affected by this amendment and are not shown here for editorial convenience.)

* * * *

(K) Penalties.

(1) Any person violating subsection (B) of this section shall be subject to a fine of not less than $250.00 nor more than $1,500.00 for each offense. Provided, however, that any person violating subsection (B) of this section within the Central Business District, as that area is delineated in Section 9-4-010 of the Code, shall be subject to a fine of not less than $500.00 nor more than $3,000.00 for each offense.

(2) Any person violating any provision other than subsection (B) of this section shall be subject to a fine of not less than $50.00 nor more than $1,000.00 for each offense. Provided, however, that any person violating any provision other than subsection (B) of this section within the Central Business District, as that area is delineated in Section 9-4-010 of the Code, shall be subject to a fine of not less than $100.00 nor more than $2,000.00 for each offense.

(3) Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any dumpster in the public way not bearing the dumpster identification information required by subsection (H) of this section, not validly permitted, or not located immediately adjacent to the street address specified in the permit may be removed by the city, and all costs associated with such removal shall be borne by the provider of the dumpster. The owner of a dumpster, if different from a provider, shall be jointly and severally liable with the provider for any violation of this section.
(4) In addition to any other available penalties and remedies provided for in the Code, one or more citations for violation of this section on each of three or more separate days within a three month period at the same construction site may result in a stop work order issued by the department of transportation, directing that all activity cease for 10 days. Any further citation for violation at the same construction site within six months after the initial stop work order may result in the issuance of another 10 day stop work order. The department shall lift a 10 day stop work order only if sufficient evidence of compliance with this chapter is provided to the department. As used in this section, the term "construction site" has the meaning ascribed to the term in Section 13-32-125.

(a) It shall be unlawful for any person to knowingly violate a stop work order, or to knowingly cause, permit, encourage, assist, aid, abet or direct another person to violate a stop work order, or to knowingly in any manner be a party to a violation of a stop work order.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and

(ii) community service of not less than 10 hours, nor more than 100 hours; and

(iii) a fine of $5,000.

(b) It shall be unlawful for any person to knowingly destroy, deface, remove, damage, impair, mar, cover or obstruct any stop work order that a city official has posted or affixed at a work site.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and

(ii) community service of not less than 10 hours, nor more than 100 hours; and
(iii) a fine not less than $200.00, nor more than $500.00.

SECTION 3. Chapter 11-4 of the Municipal Code of Chicago is amended by adding the following underlined provision to Section 11-4-020 and creating new Section 11-4-1905:

11-4-020 Enforcement Of Provisions.

(1) The provisions of this chapter, known as the Chicago Environmental Protection and Control Ordinance, shall be enforced by the commissioner of the department of environment, except for Article III which shall be enforced by the building commissioner and the executive director of construction and permits. All duties and powers granted herein shall be exercised by each such official.

(2) In addition to any other available penalties and remedies provided for in the Code, one or more citations for violation of this chapter on each of three or more separate days within a three month period at the same construction site may result in a stop work order issued by the department of the environment, directing that all activity cease for 10 days. Any further citation for violation at the same construction site within six months after the initial stop work order may result in the issuance of another 10 day stop work order. The department shall lift a 10 day stop work order only if sufficient evidence of compliance with this chapter is provided to the department. As used in this section, the term “construction site” has the meaning ascribed to the term in Section 13-32-125.

(a) It shall be unlawful for any person to knowingly violate a stop work order, or to knowingly cause, permit, encourage, assist, aid, abet or direct another person to violate a stop work order, or to knowingly in any manner be a party to a violation of a stop work order.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and

(ii) community service of not less than 10 hours, nor more than 100 hours; and

(iii) a fine of $5,000.
(b) It shall be unlawful for any person to knowingly destroy, deface, remove, damage, impair, mar, cover or obstruct any stop work order that a city official has posted or affixed at a work site.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and

(ii) community service of not less than 10 hours, nor more than 100 hours; and

(iii) a fine not less than $200.00, nor more than $500.00.

11-4-1905 Construction Or Demolition Site Waste Recycling.

(1) For purposes of this section, the term (a) “Contractor” shall have the meaning of general contractor as defined in Section 4-36-010 and shall also include any person engaged in the demolition or wrecking of a structure for which a permit is required under Section 13-32-230.

(b) “Construction and demolition debris” has the meaning ascribed to the term in Section 11-4-120 of this Code, but does not include materials that are contaminated by lead, asbestos, or other hazardous materials in such a way as to render recycling illegal or impossible.

(2) Any project subject to this section shall be required to recycle construction or demolition waste produced on site as part of construction or demolition activities by meeting the following requirements:

(a) The contractor on a project that is issued a permit on or after January 1, 2006, but before January 1, 2007, shall cause to be recycled at least 25% of construction and demolition debris, as measured by weight, produced on site.

(b) The contractor on a project that is issued a permit on or after January 1, 2007, shall cause to be recycled at least 50% of construction and demolition debris, as measured by weight, produced on site.
(3) The following projects are subject to this section:

(a) Residential projects with four or more units that involve the construction of a new structure or that involve buildings or structures that have been substantially rehabilitated, as determined by the commissioner of the department of buildings.

(b) Any construction that will require a certificate of occupancy to issue from the department of buildings.

(c) Any building demolition, other than projects for which the total cost is less than $10,000.

A project is exempt from this section if only a plumbing permit, only an electrical permit or only a mechanical permit is required.

(4) The contractor shall submit documentation as described herein to the department of the environment to verify compliance with this section. Projects meeting the requirements of 2(a) or 2(b) of this section shall submit documentation prior to the issuance of a certificate of occupancy by the department of buildings. Projects meeting the requirements of 2(c) of this section shall submit documentation within 60 days of completion of a project. Documentation shall be in a form prescribed by the commissioner of the department of environment and consist of notarized affidavits from the contractor and the waste-hauler for the project certifying that the project fully complies with subsection (1) or, in the case of an application for a certificate of occupancy for a portion of a partially completed project, that the project is in compliance with subsection (1) at the time the application is made. The department of environment will certify to the department of buildings and the department of construction and permits that the contractor has complied with this ordinance if: (i) the contractor has met the stated recycling goals; or (ii) the contractor has been fined for that project under subsection (6), and the fine has been paid in full. In addition, a contractor must comply with all reasonable requests for information and documentation made by the department pursuant to an audit to monitor compliance with this section. Whenever any affiant knowingly and falsely states that a project has met the requirements of this section, or whenever any contractor knowingly submits an affidavit with such a false statement, or whenever any person knowingly fails to comply with a reasonable request made pursuant to an audit under this section, such action will be grounds to deny or revoke the issuance of a certificate of occupancy, will subject the person to a fine of $200 to $500, and will subject the person to additional penalties and fines pursuant to this Code or state law including, but not limited to, the revocation or suspension of an affiant's or contractor's general contractor's license pursuant to Chapter 4-36.
(5) The commissioner of the department of environment, the commissioner of the department of buildings, the commissioner of the department of streets and sanitation or the executive director of the department of construction and permits may promulgate such rules and regulations as necessary to implement the provisions of this section.

(6) Projects that fail to meet the recycling percentages identified in subsection (1) shall be subject to the following fines:

For construction projects or involving demolitions greater than 10,000 square feet of renovated, newly constructed, or demolished space:

$5,000 for each percentage point of difference between the amount by this section to be recycled and the amount actually recycled.

For construction projects or demolitions involving less than 10,000 square feet of renovated, newly constructed, or demolished space:

$2,000 for each percentage point of difference between the amount required by this section to be recycled and the amount actually recycled.

SECTION 4. Chapter 13-32 of the Municipal Code of Chicago is hereby amended by adding a new Section 13-32-125, as follows:

13-32-125 Construction Site Cleanliness.

(1) "Construction site" means any or all portion of the real property that is identified as the location of any excavation or of the erection, enlargement, alteration, repair, removal, or demolition of any building, structure or structural part thereof within the city. However, for purposes of this section, "construction site" does not include a project location where all construction and/or demolition activity, including the staging of construction materials and storing of debris, is conducted within a completely enclosed structure.

(2) All construction sites shall be governed by the following standards:

(a) All construction sites shall be enclosed by a continuous chain link fence at least six feet in height which shall be anchored sufficient to resist wind loads of 30 pounds per square foot without deflection of more than three inches between top and bottom of fence. Opaque fabric meshing shall be
affixed to the construction site fence face. Such fabric meshing shall be capable of allowing air to pass but impervious to dust and dirt. The fabric meshing shall be of a fineness such that no material over \(\frac{1}{8}\) inch in size or material splatters, laitance or other products of the construction operation shall pass through the mesh. Such mesh fabric shall be the full height of the fence and cover the entire length of the fence including any gated openings. The fabric meshing and fence shall not contain any advertisements.

(b) The construction site fence shall be placed at the perimeter of the property or, for work in an area substantially smaller than the entire property, around the site of construction large enough to ensure sufficient room for movement of tools and workers, storage of waste receptacles and other items, and the safety of the public.

(c) The general contractor shall immediately repair any damage to the construction site fence or fence fabric and maintain the integrity and continuity of the fence for the duration of the project.

(d) All dumpsters and debris collection devices shall be stored behind the construction site fence unless specifically permitted for public way use, and shall be regularly serviced to avoid overfilling. Where dumpsters are used to directly collect construction debris from upper floors, chutes shall be used to direct the debris from each floor directly into the dumpster. Construction wastes shall be separated from any recyclable or organic wastes that shall be separately contained.

(e) The general contractor shall take all necessary steps to ensure that dirt and debris from the construction site shall not be transmitted by vehicles leaving the site to the public way. Mitigation measures shall include, but not be limited to, stoning or paving of haul roads, wheel wash stations and street sweepers.

(f) Sealed trash containers for litter and routine construction waste shall be provided throughout the site and at least one container provided for every floor or 4,000 square feet of area, whichever is less. All trash shall be removed daily or more frequently as needed.

(g) Beginning on May 1, 2005, the general contractor shall enclose floor areas with fabric meshing that allows the passage of air but contains dust and debris on the enclosed floors. Fabric enclosures shall be adequately secured. Such fabric meshing shall be capable of allowing air to pass but impervious to dust and dirt. The fabric meshing shall be of a fineness such that no material over \(\frac{1}{8}\) inch in size or material splatters, laitance or other products of the construction operation shall pass through the mesh. The fabric meshing shall
not contain any advertisements. For tuck pointing operations, the area of grinding shall be enclosed to contain dust and debris from grinding operations.

(h) Construction materials and materials awaiting disposal shall be gathered daily and piled in a neat and orderly manner. Where materials are stored for use on floors above grade, they shall be secured to prevent loosening due to weather conditions or other phenomena.

Any person violating or resisting or opposing the enforcement of any of the provisions of this subsection shall be fined not less than $200.00 nor more than $500.00 for each offense. Each day such violation shall continue shall constitute a separate and distinct offense. Any owner, developer or general contractor who shall construct any building in violation of the provisions of this section shall be liable for the penalties provided by this section. The department of buildings, the department of the environment and the department of streets and sanitation shall each have the power to enforce the provisions of this section.

(3) In addition to any other available penalties and remedies provided for in the Code, one or more citations for violation of any of the provisions of subsection (1) above on each of three or more separate days within a three month period at the same construction site may result in a stop work order issued by the department of buildings, the department of the environment or the department of streets and sanitation, directing that all activity cease for 10 days. Any further citation for violation at the same construction site within six months after the initial stop work order may result in the issuance of another 10 day stop work order. The issuing department shall lift a 10 day stop work order only if sufficient evidence of compliance with this chapter is provided to the department.

(a) It shall be unlawful for any person to knowingly violate a stop work order, or to knowingly cause, permit, encourage, assist, aid, abet or direct another person to violate a stop work order, or to knowingly in any manner be a party to a violation of a stop work order.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and
(ii) community service of not less than 10 hours, nor more than 100 hours; and

(iii) a fine of $5,000.

(b) It shall be unlawful for any person to knowingly destroy, deface, remove, damage, impair, mar, cover or obstruct any stop work order that a city official has posted or affixed at a work site.

Any person who violates this subsection upon conviction shall be punished, as follows:

(i) incarceration for a term not less than three days, nor more than six months, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and the Illinois Code of Criminal Procedure of 1963, as amended; and

(ii) community service of not less than 10 hours, nor more than 100 hours; and

(iii) a fine not less than $200.00, nor more than $500.00.

SECTION 5. Chapter 13-36 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

13-36-070 Violation -- Penalty.

Any person violating, or resisting or opposing the enforcement of, any of the provisions of this chapter, where no other penalty is provided, shall be fined not less than $25.00 $200 nor more than $200.00 $500 for each offense. Each day such violation shall continue shall constitute a separate and distinct offense; and any builder or contractor who shall construct any building in violation of the provisions of this chapter, and any architect who shall design, draw plan for, or have supervision of such building, or who shall permit it to be constructed, shall be liable for the penalties provided by this section.

SECTION 6. This ordinance shall be effective sixty (60) days after 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 Aldermen Burke, Rugai and Laurino. 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:


- **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**

**ALDERMAN OLIVO (13th Ward):**

**TRIBUTE TO LATE MRS. VERONICA A. CASEY.**

WHEREAS, God in His infinite wisdom has called Veronica A. Casey 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 J.; devoted mother of John “Jack”; loving sister of Ellen Mackey, Walter Kelly, the late Ann Keyes and Patrick “P. J.” Kelly; fond aunt of Sharon Kaminski and the late Dennis Mackey, Karen Sivertson
Mui and Christine Sivertson Shembari, Veronica A. Casey 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of Veronica A. Casey 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 Veronica A. Casey.

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**TRIBUTE TO LATE DR. JORGE CAVERO, SR.**

WHEREAS, God in His infinite wisdom has called Dr. Jorge Cavero, 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 for fifty years of Blanca; loving father of Dr. Jorge Cavero, Jr., Dr. Patricia Cavero and Dr. Fernando Cavero; dear grandfather of Raleigh, Sidney, Kevin, Emilia and Emily Maria, Dr. Jorge Cavero, 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of Dr. Jorge Cavero, 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 Dr. Jorge Cavero, Sr.

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**TRIBUTE TO LATE MRS. CAROLYN CEGLIELSKI.**

WHEREAS, God in His infinite wisdom has called Carolyn Cegielski 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 A.; loving mother of Edward J. (the late Charlotte), Thomas (Patricia), the late Carol Kristof and the late Patricia; dear grandmother of Linda (Ray) Hudalla, Michael (Lisa), Thomas, Scott (Kathy), Carrie Lynn (Robert) Zalar and Kevin (Sean) Kristof; great-grandmother of Thomas, Daniel, Kyle, Brittany, Brandon, Sarah and Robert; fond sister of the late Marie (the late Charles) Mikolajewski, the late Ann (the late Frank) Baker, the late Helen (the late Frank) Smid, the late Agnes (the late Joseph) Sudd, the late Catherine (the late James) Smyth and the late John (the late Matilda), Carolyn Cegielski 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of Carolyn Cegielski 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 Carolyn Cegielski.

TRIBUTE TO LATE MR. JOHN K. CRONIN.

WHEREAS, God in His infinite wisdom has called John K. Cronin 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 son of the late Daniel and Mary; loving brother of Thomas (Cheryl), Marie (Michael) McDermott, Patrick (Patti), Daniel (Carol), Richard (Maria) and Anthony; adored uncle of many nieces and nephews; dear nephew of Nora (Tom) Condon, John K. Cronin 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of John K. Cronin 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 K. Cronin.

TRIBUTE TO LATE MRS. EVELYN G. DAKAJOS.

WHEREAS, God in His infinite wisdom has called Evelyn G. Dakajos 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 Christ; loving mother of Stephanie (Daniel) Aucunas and John (Debbie); cherished grandmother of Christin, Matthew, Brandon, Jessica, Alana, Victoria and Nicholas; devoted daughter of the late James and Lula Paras; dear sister of Elsie (Nick) Pann, Helen (Sam) Canelakes and Mary (Doug) Baldwin; fond aunt of many nieces and nephews; an avid world traveler and golfer, Evelyn G. Dakajos 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of Evelyn G. Dakajos 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 Evelyn G. Dakajos.

TRIBUTE TO LATE MRS. ANGELINA LA MANTIA.

WHEREAS, God in His infinite wisdom has called Angelina LaMantia 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 Tony (Brighty); dear mother of Judy (Ernie) Minzenberger and Joseph (Sharon); cherished grandmother of Joseph (Colleen) LaMantia and Jeanine (Tom) Hillock; great-grandmother of Alexandria and Joseph; loving sister of the late John (the late Katherine), the late Pat (the late Margaret), the late Tony (the late Gerry) Donato, the late Lena (the late Bernard) Edmondson and the late Virginia Reed; fond sister-in-law of Carmella (Emil) Principe and the late Roy (the late Grace), the late John, the late James (the late Ella), the late Augie (the late Mary), the late Morris (the late Mary), the late Sam (Frances), the late Joe (the late Ann), the late Jennie (the late Jim) Demma, the late Mary (the late Sam) Annerino and the late Anna (the late Bruno) Russo, Angelina La Mantia 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of Angelina LaMantia 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 Angelina LaMantia.

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TRIBUTE TO LATE MS. DOLORES H. OUZOINIAN.

WHEREAS, God in His infinite wisdom has called Dolores H. Ouzoinian 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 Armen (Lynn), David (Denise) and Lisa (Rich) Kasprian; dear grandmother of Veronica, Marco, Kolin, Ryan, Alex, Sarah and Kyle; fond sister of Andrew Domijanic, Dolores H. Ouzoinian 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of Dolores H. Ouzoinian 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 Dolores H. Ouzoinian.
TRIBUTE TO LATE MR. JOSEPH W. RAKOWSKI.

WHEREAS, God in His infinite wisdom has called Joseph W. Rakowski 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 Marie; loving father of Jerome (the late Sharon); dearest grandfather of Deanna Peterson and Cindy (William) Kenney; dearest great-grandfather of Chad Peterson and Kacie, Nicholas and Joseph Kenney; dear brother of Chester (Sophia), the late Leo, the late Helen Sheman and the late Sonia (late Anthony) Bautista; uncle, cousin and friend of many; member of Saint Rita Council Number 2034 Knights of Columbus, Joseph W. Rakowski 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 fifteenth day of December, 2004, do hereby express our sorrow on the death of Joseph W. Rakowski 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 W. Rakowski.

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TRIBUTE TO LATE MRS. KATHLEEN H. RODRIGUEZ.

WHEREAS, God in His infinite wisdom has called Kathleen H. Rodriguez 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 Julius; cherished mother of Jason (Kimberly) and Lisa; dearest grandmother of Kaylan and Michael; loving sister of James and Joseph Cannon, Maureen Medici and Eileen (Roger) Alaniz; also aunt of many nieces and nephews, Kathleen H. Rodriguez 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 fifteenth day of December, 2004, do hereby express our sorrow
on the death of Kathleen H. Rodriguez 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 Kathleen H. Rodriguez.

TRIBUTE TO LATE MR. EDWARD R. VYHNANEK.

WHEREAS, God in His infinite wisdom has called Edward R. Vyhnanek 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 son of Irvin and the late Mary; beloved brother of Patrick
(Sharon), John, Mary (Lane) Rose, Tom (Donna) and the late Joseph; fond uncle of
many nieces and nephews; precinct captain of the 13th Ward Democratic
Organization, Edward R. Vyhnanek 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 fifteenth day of December, 2004, do hereby express our sorrow
on the death of Edward R. Vyhnanek 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 Edward R. Vyhnanek.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. JOHN R. BASSETT.

WHEREAS, John R. Bassett 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 R. Bassett was the loving and devoted husband of the late Elaine Paquette; and

WHEREAS, John R. Bassett was the much-beloved father of Mary Kay Gray and John to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, John R. Bassett was a retired member of the Federal Bureau of Investigation who devoted much of his career to fighting organized crime in Chicago; and

WHEREAS, John R. Bassett worked as a patrol officer for the East Orange, New Jersey Police Department and graduated in 1953 from Seton Hall University before being accepted into the Federal Bureau of Investigation’s training program in Quantico, Virginia; and

WHEREAS, John R. Bassett ably served as an special agent in Buffalo, New York and Charlotte, North Carolina, before being assigned to Chicago; and

WHEREAS, In the mid 1970s, John R. Bassett moved to Washington, D.C. to become a personal assistant to the associate director of the Federal Bureau of Investigation; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John R. Bassett gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, John R. Bassett inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of John R. Bassett serve as an example to all; and

WHEREAS, John R. Bassett will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, John R. Bassett 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 fifteenth day of December, 2004, do hereby commemorate John R. Bassett 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 R. Bassett.


TRIBUTE TO LATE HIS ROYAL HIGHNESS PRINCE BERNHARD OF THE NETHERLANDS.

WHEREAS, His Royal Highness Prince Bernhard, the father of Queen Beatrix of the Netherlands, 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 his passing by Alderman Edward M. Burke; and

WHEREAS, Born Bernhard von Lippe-Biesterfeld on June 29, 1911, His Royal Highness Prince Bernhard was the husband of the late Queen Juliana; and

WHEREAS, During World War II, His Royal Highness Prince Bernhard was a top aide to Queen Wilhelmina’s exiled government in London and headed the Dutch military at the end of the war; and

WHEREAS, His Royal Highness Prince Bernhard also raised funds to rebuild the country after the war and was seen outside the Netherlands as a widely respected and influential figure who helped found the World Wildlife Fund in 1961; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, His Royal Highness Prince Bernhard gave of himself fully to his family and the Dutch people; and

WHEREAS, His Royal Highness Prince Bernhard inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of His Royal Highness Prince Bernhard serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared His Royal Highness Prince Bernhard 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, His Royal Highness Prince Bernhard will be dearly missed and fondly remembered by his many relatives, friends and admirers; and
WHEREAS, To his beloved family, His Royal Highness Prince Bernhard 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 fifteenth day of December, 2004, do hereby commemorate His Royal Highness Prince Bernhard 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 His Royal Highness Prince Bernhard.

TRIBUTE TO LATE REVEREND THADDEUS MAKUCH.

WHEREAS, The Reverend Thaddeus Makuch has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Chicago, The Reverend Thaddeus Makuch was a widely admired member of the religious community and the pastor emeritus of Saint Mary of Czestochowa Church in Cicero; and

WHEREAS, The son of the late Joseph and Antoinette, The Reverend Thaddeus Makuch attended Saint John of God Grammar School in the Back of the Yards neighborhood; and

WHEREAS, The Reverend Thaddeus Makuch graduated from De La Salle High School and the Archdiocesan Seminary before being ordained to the priesthood on May 1, 1953; and

WHEREAS, The Reverend Thaddeus Makuch devoted his religious life to serving ethnic parishes, all on the south side; and

WHEREAS, The Reverend Thaddeus Makuch was active in the Catholic League for Religious Assistance to the Church in Poland and served as its national treasurer on the league’s board of directors; and

WHEREAS, The Reverend Thaddeus Makuch inspired the lives of countless people through his great holiness, charity and concern; and
WHEREAS, The hard work, sacrifice and dedication of The Reverend Thaddeus Makuch serve as an example to all; and

WHEREAS, The Reverend Thaddeus Makuch 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 Reverend Thaddeus Makuch 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 fifteenth day of December, 2004, do hereby commemorate The Reverend Thaddeus Makuch 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 Thaddeus Makuch.

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TRIBUTE TO LATE MR. JOHN B. NAMEST.

WHEREAS, John B. Namest 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, John B. Namest was the loving and devoted husband for sixty-seven years of Dorothy, nee Drufke; and

WHEREAS, John B. Namest was a longtime leader with the Boy Scouts of America in the City of Chicago; and

WHEREAS, John B. Namest was the much-beloved father of John, Jr., Mary Anne Earle, Ronald, Susan, Pamela, David, Larry and Nancy to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, John B. Namest was a recipient of the highest honor awarded lay persons in Catholic scouting programs from both Pope John Paul II and Cardinal Francis George; and
WHEREAS, John B. Namest was a member of the Holy Name Men's Club and was a visiting volunteer to the sick, elderly and bereaved; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, John B. Namest gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, John B. Namest inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of John B. Namest serve as an example to all; and

WHEREAS, John B. Namest will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Dorothy, and his beloved family, John B. Namest 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 fifteenth day of December, 2004, do hereby commemorate John B. Namest 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 B. Namest.

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TRIBUTE TO LATE MR. FRED "PAUL" PAWLIKOWSKI.

WHEREAS, Fred “Paul” Pawlikowski 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 Chicago, Fred “Paul” Pawlikowski was a military veteran and the loving and devoted husband of Annette, nee Nedza; and

WHEREAS, Fred “Paul” Pawlikowski enjoyed a twenty-five year long career at the Chicago Tribune where he retired in 1984 as the head of the newspaper’s printing operations; and
WHEREAS, Fred “Paul” Pawlikowski earned a reputation as a behind-the-scenes technical wizard who always kept the presses rolling smoothly; and

WHEREAS, Raised on the south side, Fred “Paul” Pawlikowski graduated from Weber High School and received his Bachelor of Science degree in Aeronautical Engineering from Embry-Riddle Aeronautical University in 1943; and

WHEREAS, During World War II, Fred “Paul” Pawlikowski flew thirty-five bombing raids over Japan in a B-29 Superfortress as a member of the 29th Bomb Group; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Fred “Paul” Pawlikowski gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Fred “Paul” Pawlikowski inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Fred “Paul” Pawlikowski serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Fred “Paul” Pawlikowski 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 “Paul” Pawlikowski will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Annette, and his beloved family, Fred “Paul” Pawlikowski 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 fifteenth day of December, 2004, do hereby commemorate Fred “Paul” Pawlikowski 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 “Paul” Pawlikowski.

TRIBUTE TO LATE MR. DONALD J. STEFANIAK.

WHEREAS, Donald J. Stefaniak has been called to eternal life by the wisdom of God at the age of fifty-one; and
WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Hickory Hills, Donald J. Stefaniak was the loving and devoted husband of the late Marjory; and

WHEREAS, Donald J. Stefaniak was the much-beloved father of Kelli Ruger and Gregory to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Donald J. Stefaniak was the son of Bernice and the grandfather of three; and

WHEREAS, Donald J. Stefaniak enjoyed a long and successful career in public service and was the fire chief of the south suburban community of Worth; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, Donald J. Stefaniak gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, Donald J. Stefaniak 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. Stefaniak serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Donald J. Stefaniak to his family members, friends and all who knew, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Donald J. Stefaniak 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, Donald J. Stefaniak 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 fifteenth day of December, 2004, do hereby commemorate Donald J. Stefaniak 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. Stefaniak.
TRIBUTE TO LATE MR. JAMES TAKEO TAKAHASHI.

WHEREAS, James Takeo Takahashi 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 resident of Palatine, James Takeo Takahashi was the loving husband for fifty-seven years of Betty, nee Tanahara; and

WHEREAS, James Takeo Takahashi enjoyed a long and successful career with the State of Illinois and retired as bureau chief of the Department of Transportation; and

WHEREAS, James Takeo Takahashi was especially proud of his role in a project that created three dams in Schaumburg's Busse Woods which helped to alleviate flooding in the area from Salt Creek; and

WHEREAS, A native of Maui, Hawaii, James Takeo Takahashi bravely served his country in the United States Army's 442nd Infantry Unit during World War II; and

WHEREAS, James Takeo Takahashi fought in Italy and France and was awarded a Purple Heart and a Bronze Star; and

WHEREAS, James Takeo Takahashi married his wife in 1947 and the couple moved to Chicago where he earned a degree in civil engineering from the Illinois Institute of Technology; and

WHEREAS, James Takeo Takahashi began his career with the state in 1952 as a highway engineer; and

WHEREAS, A man committed to excellence who maintained a high level of integrity, James Takeo Takahashi gave of himself fully to his family and was a loyal friend to many; and

WHEREAS, James Takeo Takahashi inspired the lives of countless people through his great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of James Takeo Takahashi serve as an example to all; and

WHEREAS, James Takeo Takahashi 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, Betty, and his beloved family, James Takeo Takahashi 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 fifteenth day of December, 2004, do hereby commemorate James Takeo Takahashi 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 James Takeo Takahashi.

TRIBUTE TO LATE MRS. VOLORA VYVYON WATSON.

WHEREAS, Volora Vyvyon Watson has been called to eternal life by the wisdom of God at the age of forty-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Volora Vyvyon Watson was a prominent Chicago business leader and the loving wife of Dwain; and

WHEREAS, Volora Vyvyon Watson served as the sales and marketing director of Star Detective and Security Agency, a Chicago-based company founded by her great-grandfather; and

WHEREAS, Volora Vyvyon Watson's leadership and guidance helped to propel the eighty-year-old company into one of the nation's top one hundred minority-owned businesses; and

WHEREAS, Before joining the family-operated business, Volora Vyvyon Watson gained experience as a special events coordinator with the Proctor & Gardner Advertising Agency and as a sales buyer for several Michigan Avenue stores; and

WHEREAS, Volora Vyvyon Watson was a valued member of the Trinity United Church of Christ where she volunteered in its HIV/AIDS Ministry, Drug and Alcohol Recovery Ministry and its Women's Conference Committee; and
WHEREAS, A woman committed to excellence who maintained a high level of integrity, Volora Vyvyon Watson gave of herself fully to her family and was a loyal friend to many; and

WHEREAS, Volora Vyvyon Watson inspired the lives of countless people through her great personal goodness, charity and concern; and

WHEREAS, The hard work, sacrifice and dedication of Volora Vyvyon Watson serve as an example to all; and

WHEREAS, Volora Vyvyon Watson 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 husband, Dwain, and her beloved family, Volora Vyvyon Watson 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 fifteenth day of December, 2004, do hereby commemorate Volora Vyvyon Watson 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 Volora Vyvyon Watson.

CONGRATULATIONS EXTENDED TO HONORABLE DICK DURBIN ON BEING ELECTED ASSISTANT MINORITY LEADER IN UNITED STATES SENATE.

WHEREAS, The Honorable Dick Durbin has been elected to serve as the Assistant Minority Leader in the United States Senate and through this action has become only the fifth Illinoisan to serve in a party leadership position on the Senate floor; and

WHEREAS, As the Democratic Whip in the Senate, The Honorable Dick Durbin will serve as the second-ranking leader of his party on the Senate floor and play an instrumental role in overseeing how the members of his party vote on issues of national importance; and
WHEREAS, The Whips in both parties help to keep track of how the members of their parties intend to vote on key issues and also try to "whip up" support and build coalitions that could result in the passage of legislation; and

WHEREAS, The Honorable Dick Durbin will also work closely with the Democratic leader in the senate to craft overall strategy and help to defeat initiatives that are opposed by Democrats; and

WHEREAS, Only four other Illinoisans have served as leaders for their parties in the United States Senate; and

WHEREAS, They include Shelby Moore Cullom who served as the Republican Majority Leader, Hamilton Lewis who was a Democratic Whip, Scott Wike Lucas who was a Democratic Whip and later as Majority Leader, and Everett McKinley Dirksen who was a Republican Whip and later Minority Leader; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fifteenth day of December, 2004, do hereby congratulate The Honorable Dick Durbin on his election as Assistant Minority Leader in the United States Senate 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 Honorable Dick Durbin.

CONGRATULATIONS EXTENDED TO HONORABLE NANCY LEE JOHNSON ON SEVENTIETH BIRTHDAY.

WHEREAS, The Honorable Nancy Lee Johnson, an eminent member of the United States House of Representatives, will celebrate the occasion of her seventieth birthday at the inauguration of the Edward T. and Noble W. Lee Foundation on Tuesday, January 4, 2005; and

WHEREAS, The Chicago City Council has been informed of this auspicious event by Alderman Edward M. Burke; and

WHEREAS, The Edward T. and Noble W. Lee Foundation was established to promote understanding of the United States Constitution by fostering a greater appreciation of the Bill of Rights and the role of the separation of governmental powers, federalism and the rule of law in protecting individual freedoms; and
WHEREAS, In conjunction with the opening ceremony for the Foundation, organizers will also mark the birthday and honor the career of The Honorable Nancy Lee Johnson who has ably served a valued member of Congress from the State of Connecticut since 1983; and

WHEREAS, Born and raised in Chicago, The Honorable Nancy Lee Johnson graduated from Radcliffe College in Cambridge, Massachusetts and attended the University of London Courtauld Institute in England before becoming a teacher; and

WHEREAS, A member of the Republican Party, The Honorable Nancy Lee Johnson served in the Connecticut State Senate before being elected in 1983 to United States Congress where she has won reelection to ten terms in office; and

WHEREAS, The Honorable Nancy Lee Johnson served as the chair of Committee on Standards of Official Conduct on Capitol Hill during the One Hundred Fourth Congress; and

WHEREAS, The Honorable Nancy Lee Johnson is an individual who is worthy of our great admiration and respect; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this fifteenth day of December, 2004, do hereby congratulate The Honorable Nancy Lee Johnson on the occasion of her seventieth birthday and do hereby extend every good wish for the future success of the Edward T. and Noble W. Lee Foundation; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable Nancy Lee Johnson.

CONGRATULATIONS EXTENDED TO MS. MARGARET M. POPJOY ON ONE HUNDREDTH BIRTHDAY.

WHEREAS, Margaret M. Popjoy celebrated the occasion of her one hundredth birthday on November 17, 2004; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and
WHEREAS, Margaret M. Popjoy resided in Chicago and Wheaton for many years before moving to Orland Park to live with her daughter and son-in-law, Mary Jo and Bob Purcell; and

WHEREAS, Margaret M. Popjoy was an active member of Saint Felicitas Church and South Shore Country Club in Chicago, where she played golf well into her nineties; and

WHEREAS, Margaret M. Popjoy's late husband, Walter, was politically active in the Democratic Party and they attended many events including President John F. Kennedy's inaugural ball; and

WHEREAS, In Wheaton, Margaret M. Popjoy was a dedicated and valued member of Saint Michael's parish where she was active in the church choir and Bible study group, as well as baked goods for the homeless; and

WHEREAS, A woman of dignity, grace and charm, Margaret M. Popjoy celebrated this happy occasion in the company of her three children, Lois Janotta, Mary Jo Purcell and Jim, along with her many grandchildren, relatives and friends; and

WHEREAS, Margaret M. Popjoy is an individual of great personal goodness and achievement 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 fifteenth day of December, 2004, do hereby congratulate Margaret M. Popjoy on the occasion of her one hundredth birthday and do hereby express our warmest and best wishes for her continued good health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Margaret M. Popjoy.

CONGRATULATIONS EXTENDED TO HONORABLE EDNA M. TURKINGTON ON RETENTION AS COOK COUNTY CIRCUIT COURT JUDGE.

WHEREAS, The Honorable Edna M. Turkington, a distinguished member of the judicial community, has begun her thirteenth year as a Cook County Circuit Court judge following her successful retention on November 2, 2004; and
WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A former prosecutor and defense attorney, The Honorable Edna M. Turkington has been licensed to practice as an attorney in the State of Illinois for thirty years; and

WHEREAS, The Honorable Edna M. Turkington was first elected to the bench in 1992 and has officially announced that she intends to retire from the bench following the completion of her current six-year term; and

WHEREAS, As a member of the judiciary, The Honorable Edna M. Turkington’s assignments have been both diverse and meaningful; and

WHEREAS, The Honorable Edna M. Turkington has ably served as a judge in the First and Sixth Municipal Districts and presided over cases in Traffic Court and the County Division; and

WHEREAS, The Honorable Edna M. Turkington has also shouldered the responsibility of being named by the Illinois Supreme Court to serve as a member of the Illinois Judicial Conference, a constitutionally mandated panel that is charged with assisting in the improvement of the administration of justice in Illinois; and

WHEREAS, The hard work, sacrifice and dedication of The Honorable Edna M. Turkington serve as an example to all; and

WHEREAS, The Honorable Edna M. Turkington is an individual of great integrity and accomplishment 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 fifteenth day of December, 2004, do hereby congratulate The Honorable Edna M. Turkington on her judicial retention and do hereby express our fondest and best wishes for her continued success and achievement as she completes her last term as a valued member of the judiciary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable Edna M. Turkington.
Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO MR. MICHAEL E. SHRADER ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Michael E. Shrader has achieved the rank of Eagle Scout as an outstanding member of the Boy Scouts of America, Troop 617, chartered to Saint Christina parish; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mike, a 2000 graduate of Morgan Park Academy, first became involved in service projects at school and in the community; and

WHEREAS, At Marist High School, Mike became involved with the Academic Team, the Speech Club, the WYSE team and the National Honor Society. Michael is an Illinois State Scholar and one of the Class of 2004 National Merit Scholars; and

WHEREAS, As a freshman at Illinois Wesleyan University, Mike plans to study history; and

WHEREAS, While earning his rank advancements, Michael has held many positions including, librarian, senior patrol leader and den chief; and

WHEREAS, Michael has attended Owasippe Scout Camp for many years, enjoying fishing, horseback riding, swimming and working on his twenty-one merit badges; and

WHEREAS, One of the most significant events of Michael’s scouting career was his completion of the Manistee Quest, as he hiked and canoed over eighty miles in the course of a few days; and

WHEREAS, Over the years Mike progressed through the scouting ranks and earned the Arrow of the Light and Parvuli Dei awards; and

WHEREAS, For his Eagle Scout project, Michael coordinated a group of volunteers, to run a successful book drive for Saint Christina’s School Library, Christ Hospital, a veterans home in Manteno and for Saint Christina Homebound; and
WHEREAS, As an officer in Saint Christina’s youth ministry and a founding member of the youth band, Mike is very active within his parish. He has traveled to Appalachia to build homes for the poor, worked on many fundraisers, traveled to see the Pope John Paul II at World Youth Day Canada, 2002, and has performed in all of the Youth Group Theater Productions; and

WHEREAS, Michael’s hard work, commitment and dedication has earned him the respect and admiration of his father, Michael; his mother, Sue, and his younger sister, Vicky; his Scoutmaster, Peter Toussaint; friends and all associated with the Boy Scouts of America; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this fifteenth day of December, 2004, do hereby congratulate and pay tribute to Michael E. Shrader for achieving the Boy Scout rank of Eagle Scout; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael E. Shrader.

CONGRATULATIONS EXTENDED TO LITTLE COMPANY OF MARY HOSPITAL AND HEALTH CARE CENTERS ON SEVENTY-FIFTH ANNIVERSARY.

WHEREAS, Little Company of Mary Hospital and Health Care Centers will celebrate seventy-five years of devoted service to the south side of Chicago and the neighboring suburbs on January 19, 2005; and

WHEREAS, The Chicago City Council has been informed of this historic occasion by Alderman Virginia A. Rugai; and

WHEREAS, The Sisters, board of directors, physicians and staff of Little Company of Mary Hospital and Health Care Centers, empowered by the Catholic Church and the inspiration of Venerable Mary Potter, the foundress of the Sisters of Little Company of Mary, are committed to provide excellence in the ministry of health care; and

WHEREAS, Three Sisters of the Little Company of Mary came to the United States in 1893 at the request of a Chicago civic leader whose wife had been cared for by the Sisters in Rome; and
WHEREAS, The Sisters continued their mission in the Chicagoland area for thirty-seven years before building the original Little Company of Mary Hospital on 95th Street in 1930; and

WHEREAS, Little Company experienced international fame on June 17, 1950 when three of its physicians performed the very first human organ transplant of a kidney, creating worldwide medical history; and

WHEREAS, Expanding their ministry of concern for the ill in their homes, Little Company was the one of the first hospitals to offer hospice care to the metropolitan Chicago community in the 1970s; and

WHEREAS, Little Company, historically known as the “Baby Hospital”, has celebrated the births of nearly two hundred thousand babies; and

WHEREAS, Striving to maintain the four core values that Venerable Mary Potter has inspired Little Company to carry on, Little Company of Mary Hospital’s professionalism, compassion, quality and responsibility, shine for all to see; and

WHEREAS, The unconditional journey of love has come full circle, with patients being cared for in their homes, through innovative programs such as Mobile Medical Care and Home Health Care and Hospice, as well as in the state-of-the-art hospital; and

WHEREAS, Rooted in a deep heritage of care and concern for the sick, suffering and dying, Little Company of Mary provides visible witness to Christ today, as they move forward into the future with moral, compassionate and modern medical services to the community; and

WHEREAS, Under the leadership of Sister Kathleen McIntyre LCM, Chairman of the Hospital Board, the Sisters of Venerable Mary Potter’s journey of love and caring carries on; and

WHEREAS, In celebration of the seventy-fifth anniversary, Little Company of Mary Hospital will begin the year long festivities as the 2005 Grand Marshall for the twenty-seventh annual South Side Irish Saint Patrick’s Day Parade; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fifteenth day of December, 2004, do hereby express of our heartfelt congratulations to the Little Company of Mary Hospital and Health Care Centers in celebration of their seventy-fifth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Little Company of Mary Hospital and Health Care Centers.
Presented By

ALDERMAN MELL (33rd WARD),
ALDERMAN LAURINO (39th Ward) And
ALDERMAN O’CONNOR (40th Ward):

GRATITUDE EXTENDED TO DR. DAVID G. HORNER
AND DR. S. SUE HORNER FOR LEADERSHIP
AND SERVICE TO NORTH PARK UNIVERSITY.

WHEREAS, David G. Horner has announced his decision to resign, effective December 11, 2004, as president of North Park University; and

WHEREAS, The board of trustees has accepted President Horner’s resignation with great appreciation for his faithful service as well as that of S. Sue Horner as presidential spouse to North Park University; and

WHEREAS, During President Horner’s impressive eighteen year tenure his improvements and innovations have touched every corner of the university -- enrollment has nearly tripled; the endowment has increased six-fold; the diversity, credentials and size of the faculty have been strengthened dramatically; the campus has been physically transformed and the surrounding community has been significantly enhanced; and

WHEREAS, David G. Horner began his distinguished career in academia when he graduated summa cum laude from Barrington College, Barrington, Rhode Island, in 1971 and continued his education receiving his Master of Arts in Philosophy from the University of Rhode Island in 1973, his Master of Business Administration from Stanford University, Graduate School of Business in 1977, and a Doctor of Philosophy in Higher Education Administration and Policy Analysis from the Stanford University School of Education in 1983; and

WHEREAS, Between 1971 -- 1988, Dr. Horner served on the faculties of various institutions, including Harvard University, Barrington College, the University of Rhode Island and in 1979, at the age of twenty-nine he was appointed president of Barrington College where he served in that capacity until 1985; and

WHEREAS, Dr. S. Sue Horner, who received her Bachelor of Arts from Barrington College in 1970, a Master of Library Science from San Jose State University in 1977, a Master of Theological Studies from Harvard Divinity School in 1987, and a Doctor of Philosophy in Religion and American Culture from Northwestern University in 2000, has contributed as an associate professor of Women’s Studies and, in her role as presidential spouse, as ambassador for the University; now, therefore,
Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered in meeting this fifteenth day of December, 2004, express our thanks and appreciation for President David G. Horner's and Dr. S. Sue Horner's faithful service to North Park University and the entire community and wish them good health and success as they embark on the next phase of their exemplary lives; and

Be It Further Resolved, That an official copy of this resolution be prepared for presentation to Dr. David G. Horner and Dr. S. Sue Horner.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. ROCCO R. MONTEMURRO.

WHEREAS, God in His infinite wisdom has called Rocco R. Montemurro to his eternal reward; and

WHEREAS, The City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Rocco R. Montemurro, beloved husband of Mary Ann, was an active and vital member of his community. The loving father of Jo Ann (Michael) Menendian; cherished grandfather of Sophia "Birdie"; dear brother of Anthony (Virginia) Montemurro; fond brother-in-law, uncle and friend of many, Rocco R. Montemurro leaves a legacy of faith, compassion, dignity and love; and

WHEREAS, Rocco R. Montemurro 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 fifteenth day of December, 2004 A.D., do hereby express our sorrow on the death of Rocco R. Montemurro 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 Rocco R. Montemurro.
MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

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

FLORES (1st Ward) North Campbell Avenue, at 1048, for one parking space (30 feet) 9:00 A.M. to 11:00 A.M. -- Monday through Saturday;

North Milwaukee Avenue, at 2129, for one parking space -- 3:00 P.M. to 2:00 A.M. -- Wednesday through Saturday;
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<tr>
<th>Alderman</th>
<th>Location, Distance And Time</th>
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<tr>
<td><strong>HAITHCOCK</strong> (2\textsuperscript{nd} Ward)</td>
<td>South Jefferson Street, at 1401, for entire frontage -- tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (Secretary of State authorized vehicles only);</td>
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<tr>
<td><strong>RUGAI</strong> (19\textsuperscript{th} Ward)</td>
<td>West 11\textsuperscript{th} Street, at 2324 -- 7:00 A.M. to 10:00 A.M. and 2:00 P.M. to 6:00 P.M. -- Monday through Friday;</td>
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<tr>
<td><strong>CHANDLER</strong> (24\textsuperscript{th} Ward)</td>
<td>West Gladys Avenue, at 4536 (install signs at 4529 West Gladys Avenue) at all times -- daily;</td>
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<tr>
<td><strong>BURNETT</strong> (27\textsuperscript{th} Ward)</td>
<td>West Fulton Boulevard, at 2800 (install signs on the west corner of West Fulton Boulevard and North California Avenue, extending 100 feet north on North California Avenue) at all times -- daily;</td>
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<td>North Oakley Avenue, at 339 (install signs 1 foot south of 333 North Oakley Avenue, the driveway just north of entranceway) 9:00 A.M. to 12:00 Noon -- Monday through Friday;</td>
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<td>North Ogden Avenue, at 430 (post signs on West Hubbard Street) 7:00 A.M. to 6:00 P.M. -- Monday through Friday;</td>
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<td>West Randolph Street, at 910 -- 10:00 A.M. to 9:00 P.M. -- Monday through Saturday;</td>
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<td><strong>MOORE</strong> (49\textsuperscript{th} Ward)</td>
<td>North Clark Street, from 6962 to 6968 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday.</td>
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Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 1444 WEST BELMONT 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: "West Belmont Avenue (north side) at 1444 -- 10:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M. (due to previous rush hour signs) Sunday through Friday" and inserting in lieu thereof: "West Belmont Avenue, at 1444 -- 10:00 A.M. to 4:00 P.M. -- Sunday through Friday", which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 1635 NORTH MILWAUKEE 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 Milwaukee Avenue (south side) at 1635 -- 12:00 P.M. to 10:30 P.M. -- daily", which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 1924 WEST NORTH 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: "West North Avenue (north side) at 1924 -- 12:00 P.M. to 8:00 P.M. -- daily", which was Referred to the Committee on Traffic Control and Safety.
Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED INSTALLATION OF PARKING METER AT 1148 WEST LELAND AVENUE.

Alderman M. Smith (48th 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: "West Leland Avenue, at 1148 -- 25 cents per hour -- 2 hour limit (north/south from North Broadway to North Racine Avenue -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (parking meter Number 466048)" and inserting in lieu thereof: "West Leland Avenue at 1148 -- 25 cents per 15 minutes -- 15 minute limit (north/south from North Broadway to North Racine Avenue -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (parking meter Number 466048)", which was Referred to the Committee on Traffic Control and Safety.

Referred -- CONSIDERATION FOR AMENDMENT OF PARKING METER HOURS ON PORTION OF NORTH HALSTED STREET.

Alderman Shiller (46th Ward) presented a proposed order authorizing the Commissioner of Transportation to give consideration to amending the hours for parking meter Number 447093 at 3761 North Halsted Street from the current hours of 9:00 A.M. to 9:00 P.M. to 7:00 A.M. to 9:00 P.M., 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:
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<tr>
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<tr>
<td><strong>HAITHCOCK</strong> (2(^{nd}) Ward)</td>
<td>South Indiana Avenue, at 1400 (signs to be posted on West 14(^{th}) Street) for a distance of 25 feet (Handicapped Parking Permit 43141);</td>
</tr>
</tbody>
</table>
| **HAIRSTON** (5\(^{th}\) Ward) | South Crandon Avenue, at 7005 (signs to be posted at 7025 South Crandon Avenue) (Handicapped Parking Permit 41780);  
South Paxton Avenue, at 7223 (Handicapped Parking Permit 43707); |
| **BURKE** (14\(^{th}\) Ward) | South Albany Avenue, at 4117 (Handicapped Parking Permit 43845);  
South Christiana Avenue, at 4622 (Handicapped Parking Permit 42121);  
South Sacramento Boulevard, at 5815 (Handicapped Parking Permit 43581); |
| **T. THOMAS** (15\(^{th}\) Ward) | South Fairfield Avenue, at 6116 (Handicapped Parking Permit 42950); |
| **COLEMAN** (16\(^{th}\) Ward) | West 62\(^{nd}\) Street, at 1409 (Handicapped Parking Permit 41829); |
| **TROUTMAN** (20\(^{th}\) Ward) | South Calumet Avenue, at 5645 (Handicapped Parking Permit 32785); |
| **ZALEWSKI** (23\(^{rd}\) Ward) | South Kilbourn Avenue, at 5211 (Handicapped Parking Permit 41471);  
South Parkside Avenue, at 5755 (Handicapped Parking Permit 43968); |
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<tr>
<td><strong>E. SMITH</strong> (28&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>West Fulton Boulevard, at 3347 (Handicapped Parking Permit 43120);</td>
</tr>
<tr>
<td><strong>CAROTHERS</strong> (29&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>West Monroe Street, at 5234 (Handicapped Parking Permit 43763);</td>
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<tr>
<td><strong>SUAREZ</strong> (31&lt;sup&gt;st&lt;/sup&gt; Ward)</td>
<td>West Belden Avenue, at 4150 (Handicapped Parking Permit 43269);</td>
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<tr>
<td><strong>MATLAK</strong> (32&lt;sup&gt;nd&lt;/sup&gt; Ward)</td>
<td>West Caton Street, at 2135 (handicapped permit parking);</td>
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<td>West Fletcher Street, at 2107 (Handicapped Parking Permit 40321);</td>
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<td></td>
<td>North Honore Street, at 1845 (Handicapped Parking Permit 40330);</td>
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<td>North Wolcott Avenue, at 1926 (handicapped permit parking);</td>
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<tr>
<td><strong>BANKS</strong> (36&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>West Eddy Street, at 6333 (Handicapped Parking Permit 42650);</td>
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<td></td>
<td>North Natoma Avenue, at 2850 (Handicapped Parking Permit 44042);</td>
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<td></td>
<td>North Overhill Avenue, at 3408 (Handicapped Parking Permit 44043);</td>
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<tr>
<td><strong>O’CONNOR</strong> (40&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>West Hood Avenue, at 1944 (install sign on North Winchester Avenue) (Handicapped Parking Permit 43708);</td>
</tr>
<tr>
<td><strong>NATARUS</strong> (42&lt;sup&gt;nd&lt;/sup&gt; Ward)</td>
<td>East Erie Street, at 55;</td>
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<td></td>
<td>East Erie Street, at 55 (on North Rush Street side of property);</td>
</tr>
</tbody>
</table>
Alderman Location And Distance

East Erie Street, at 55 (on North Wabash Avenue side of property).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6346 WEST HERMIONE STREET.

Alderman Levar (45\textsuperscript{th} 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 Hermione Street, at 6346 (Handicapped Parking Permit 1105)”, which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6109 NORTH PAULINA STREET.

Alderman O'Connor (40\textsuperscript{th} 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 Paulina Street, at 6109 (Handicapped Parking Permit 31174)”, which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6221 NORTH RAVENSWOOD AVENUE.

Alderman O'Connor (40\textsuperscript{th} 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 Ravenswood Avenue, at 6221 (Handicapped Parking Permit 36535)", which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5553 SOUTH SAWYER 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 Sawyer Avenue, at 5553 (Handicapped Parking Permit 39319)", which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4552 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 4552 (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 1705 WEST WRIGHTWOOD AVENUE.

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: "West Wrightwood Avenue, at 1705
Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4208 WEST 21ST PLACE.

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: "West 21st Place, at 4208 (Handicapped Parking Permit 13073)", which was Referred to the Committee on Traffic Control and Safety.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 922 WEST 29TH 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: "West 29th Street, at 922 (handicapped permit parking)", 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 BELDEN AVENUE.

Alderman Flores (1st 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 Belden Avenue, at 2625 -- 2629 (no parking/tow-away zone)", which was Referred to the Committee on Traffic Control and Safety.

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS ON PORTION OF NORTH ASHLAND AVENUE.

Alderman Matlak (32nd Ward) presented a proposed ordinance to limit the parking of vehicles to 15 minutes on North Ashland Avenue from 2751 to 2753, to be in effect 5:00 A.M. to 6:00 P.M., Monday through Saturday, which was Referred to the Committee on Traffic Control and Safety.

Referred -- CONSIDERATION FOR CONTINUATION OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST HADDON AVENUE.

Alderman Matlak (32nd Ward) presented a proposed order to give consideration to the continuation of Residential Permit Parking Zone 168 in the 2000 block of West Haddon Avenue, between North Damen Avenue and North Hoyne Avenue, at all times, daily, which was Referred to the Committee on Traffic Control and Safety.

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST HADDON AVENUE.

Alderman Flores (1st Ward) presented a proposed order to give consideration to the extension of Residential Permit Parking Zone 879 to include the 2600 block of West Haddon Avenue, from 6:00 P.M. to 6:00 A.M., daily, which was Referred to the Committee on Traffic Control and Safety.
Referral -- REDUCTION OF SPEED LIMITATION ON PORTION OF NORTH MIDWAY PLAISANCE.

Alderman Hairston (5th Ward) presented a proposed order to reduce the speed of vehicles from 30 miles per hour to 25 miles per hour on North Midway Plaisance, from South Cornell Drive to South Cottage Grove Avenue (westbound) and from South Cottage Grove Avenue to South Cornell Drive (eastbound), which was Referred to the Committee on Traffic Control and Safety.

Referral -- ESTABLISHMENT OF NO PARKING/TOW-AWAY ZONE ON PORTION OF NORTH LOCKWOOD AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to establish a no parking/tow-away zone on the west side of North Lockwood Avenue, from North Bloomingdale Avenue to the first alley north thereof at all times, daily, which was Referred to the Committee on Traffic Control and Safety.

Referral -- ESTABLISHMENT OF FIFTEEN MINUTE STANDING ZONE AT 1163 -- 1167 NORTH STATE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a fifteen minute standing zone at 1163 -- 1167 North State Street (Division Street side) to be in effect at all times, Monday through Saturday, which was Referred to the Committee on Traffic Control and Safety.

Referral -- 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
--- | ---
HAIRSTON (5th Ward) | South Crandon Avenue, at 6900 — 7:00 A.M. to 5:00 P.M. — Monday through Friday and 9:00 A.M. to 5:00 P.M. — Saturday — "Loading Zone";
L. THOMAS (17th Ward) | South Eggleston Avenue, at 7436 — "Parking Prohibited At All Times -- Handicapped";
 | South Eggleston Avenue, at 7440 — "Parking Prohibited At All Times -- Handicapped";
BURNETT (27th Ward) | West Hobbie Street and North Crosby Street — "All-Way Stop";
 | West Madison Street, at North Sangamon Street — "Two-Way Stop";
SHILLER (46th Ward) | North Lake Shore Drive (northbound exit ramp) and West Wilson Avenue (southeast and southwest corners) two "Four-Way Stop";
MOORE (49th Ward) | West Farwell Avenue (eastbound) at North Wayne Avenue and on North Wayne Avenue stopping north- and southbound traffic at West Farwell Avenue — "Three-Way Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented nine proposed ordinances amending the
Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were Referred to the Committee on Zoning, as follows:

**BY ALDERMAN FLORES (1st Ward):**

To classify as an RS3 Residential Single-Unit (Detached House) District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Huron Street; the public alley next west of and parallel to North Oakley Boulevard; the public alley next south of and parallel to West Huron Street; and the public alley next east of and parallel to North Western Avenue.

To classify as a B1-2 Neighborhood Shopping District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 7-I bounded by:

the public alley next north of and parallel to West Diversey Avenue; a line 48.75 feet east of and parallel to North Rockwell Street; West Diversey Avenue; and North Rockwell Street.

**BY ALDERMAN OCASIO (26th Ward):**

To classify as a B4-3 Restricted Service District instead of an RS3 General Residence District the area shown on Map Number 3-I bounded by:

West Division Street; North Mozart Street; a line 52.80 feet west of and parallel to North Mozart Street; and the alley next south of and parallel to West Division Street.

**BY ALDERMAN TUNNEY (44th Ward):**

To classify as an RM4.5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 7-F bounded by:

the alley next north of and parallel to West Briar Place; a line 58.67 feet west of and parallel to North Orchard Street; West Briar Place; a line 51.6 feet west of and parallel to North Orchard Street; a line 139 feet south of and parallel to West Briar Place; a line 253.6 feet west of and parallel to North Orchard Street; West Briar Place; and a line 210 feet east of and parallel to North Halsted Street.
To classify as an RM-4.5 Residential Multi-Unit District instead of an RM-5 Residential Multi-Unit District the area shown on Map Numbers 7-F and 9-F bounded by:

a line 48.65 feet south of and parallel to West Cornelia Avenue; North Elaine Place; West Roscoe Street; a line 332.95 feet west of the southwesterly line of North Broadway, as measured along the south line of West Roscoe Street and perpendicular thereto; a line 132.78 feet south of and parallel to West Roscoe Street; a line 745.3 feet east of and parallel to North Halsted Street; West Buckingham Place; a line 845.3 feet east of and parallel to North Halsted Street; a line 133.18 feet north of and parallel to West Buckingham Place; a line 1,025.3 feet east of and parallel to North Halsted Street; West Buckingham Place; the alley next west of and parallel to North Broadway; West Aldine Avenue; a line 454.43 feet west of and parallel to North Broadway; a line 89.76 feet south of and parallel to West Aldine Avenue; a line 350 feet west of and parallel to North Broadway; West Melrose Street; a line 242 feet west of and parallel to North Broadway; the alley next south of and parallel to West Melrose Street; a line 281 feet west of and parallel to North Broadway; West Belmont Avenue; the alley next west of and parallel to North Broadway; the alley next south of and parallel to West Briar Place; a line 221 feet west of and parallel to North Broadway; West Briar Place; a line 296 feet west of and parallel to North Broadway; the alley next south of and parallel to West Briar Place; a line 309 feet west of and parallel to North Broadway; West Barry Avenue; a line 439 feet west of and parallel to North Broadway; a line 200.5 feet south of and parallel to West Barry Avenue; a line 689 feet west of and parallel to North Broadway; West Barry Avenue; a line 589 feet west of and parallel to North Broadway; a line 159.6 feet north of and parallel to West Barry Avenue; a line 115.9 feet east of and parallel to North Orchard Street; the alley next south of and parallel to West Briar Place; a line 25 feet east of North Orchard Street; West Briar Place; a line 37.5 feet east of and parallel to North Orchard Street; the alley next north of and parallel to West Briar Place; a line 50 feet west of and parallel to North Orchard Street; West Belmont Avenue; a line 122 feet east of and parallel to North Halsted Street; the alley next north of and parallel to West Belmont Avenue; the alley next east of and parallel to North Halsted Street; a line 122.4 feet south of and parallel to West Melrose Street; North Halsted Street; West Melrose Street; the alley next east of and parallel to North Halsted Street; West Aldine Avenue; a line 251 feet east of and parallel to North Halsted Street; the alley next north of and parallel to West Aldine Avenue; a line 350.72 feet east of and parallel to North Halsted Street; West Buckingham Place; the alley next east of and parallel to North Halsted Street; West Roscoe Street; a line 301 feet east of and parallel to North Halsted Street; a line 130 feet north of and parallel to West Roscoe Street; a line 240 feet east of and parallel to North Halsted Street; a line 296.75 feet south of and parallel to West Cornelia Avenue; and a line 220.7 feet east of and parallel to North Halsted Street.
To classify as an RM-4.5 Residential Multi-Unit District instead of an RM-5 Residential Multi-Unit District the area shown on Map Number 7-F bounded by:

- a line 147 feet north of and parallel to West Oakdale Avenue; the alley next east of and parallel to North Halsted Street; the alley next north of and parallel to West Oakdale Avenue; the alley next west of and parallel to North Clark Street; West Oakdale Avenue; the alley next east of and parallel to North Halsted Street; a line 25 feet north of and parallel to West Oakdale Avenue; and North Halsted Street.

To classify as an RM-4.5 Residential Multi-Unit District instead of an RM-5 Residential Multi-Unit District the area shown on Map Number 7-F bounded by:

- a line 128 feet north of and parallel to West Wellington Avenue; a line 50 feet west of and parallel to North Waterloo Court; West Wellington Avenue; a line 25 feet east of and parallel to North Waterloo Court; a line 128 feet north of and parallel to West Wellington Avenue; the alley next west of and parallel to North Broadway; West Wellington Avenue; a line 100 feet west of and parallel to North Broadway; West Oakdale Avenue; a line 125 feet west of and parallel to North Broadway; the alley next south of and parallel to West Oakdale Avenue; a line 96 feet west of and parallel to North Broadway; West Surf Street; a line 115 feet west of and parallel to North Broadway; the alley next south of and parallel to West Surf Street; the alley next east of North Clark Street; West Surf Street; a line 92.68 feet east of the northeasterly line of North Clark Street as measured along the north line of West Surf Street and perpendicular thereto; the alley next north of and parallel to West Surf Street; a line 336 feet west of and parallel to North Broadway; West Surf Street; a line 192 feet west of and parallel to North Broadway; the alley next north of and parallel to West Surf Street; a line 263 feet west of and parallel to North Broadway; West Oakdale Avenue; a line 206.88 feet east of the northeasterly line of North Clark Street as measured along the north line of West Oakdale Avenue and perpendicular thereto; the alley next north of and parallel to West Oakdale Avenue; the alley next east of North Clark Street; West Wellington Avenue; and a line 98 feet east of the northeasterly line of North Clark Street as measured along the north line of West Wellington Avenue and perpendicular thereto.

To classify as a C1-2 Neighborhood Commercial District instead of a C1-3 Neighborhood Commercial District the area shown on Map Number 9-G bounded by:

West Addison Street; North Halsted Street; West Cornelia Avenue; and the public alley next west of and parallel to North Halsted Street.
To classify as a C1-2 Neighborhood Commercial District instead of a C1-3 Neighborhood Commercial District the area shown on Map Number 9-G bounded by:

a line 125 feet north of and parallel to West Newport Avenue; North Halsted Street; a line 100 feet north of and parallel to West Newport Avenue; and the public alley next west of and parallel to North Halsted Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-four proposed claims against the City of Chicago for the claimants named as noted, respectively, which were Referred to the Committee on Finance, as follows:

<table>
<thead>
<tr>
<th>Alderman</th>
<th>Claimant</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAITHCOCK (2nd Ward)</td>
<td>Commonwealth on Prairie Condominium Association;</td>
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<td>Bicycle Station Lofts Condominium Association;</td>
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<td></td>
<td>Bicycle Station Townhome Association;</td>
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<tr>
<td></td>
<td>South Commons Phase I Condominium Association (2);</td>
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<td></td>
<td>18th Street Lofts Condominium Association (2);</td>
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<tr>
<td>Alderman</td>
<td>Claimant</td>
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<tr>
<td><strong>TROUTMAN</strong> (20&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>Woodlawn Condominium Association;</td>
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<td><strong>BURNETT</strong> (27&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>The Metro Condominium Association;</td>
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<td><strong>MATLAK</strong> (32&lt;sup&gt;nd&lt;/sup&gt; Ward)</td>
<td>Gaertner Residence Condominium Association;</td>
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<td>3312 -- 3314 Oakley Condominium Association;</td>
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<td><strong>BANKS</strong> (36&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>Palmer Courts;</td>
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<td><strong>NATARUS</strong> (42&lt;sup&gt;nd&lt;/sup&gt; Ward)</td>
<td>Dearborn Terrace Condominium Association;</td>
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<td>Tuxedo Park Condominium Association;</td>
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<td>Vinnedge Condominium Association (3);</td>
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<tr>
<td><strong>TUNNEY</strong> (44&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>Stratford Place Condominium Association;</td>
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<td>840 -- 842 Buckingham Condominium Association;</td>
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<td><strong>SHILLER</strong> (46&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>930 Cuyler Condominium Association (3);</td>
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<td><strong>MOORE</strong> (49&lt;sup&gt;th&lt;/sup&gt; Ward)</td>
<td>1754 -- 1756 West Wallen Condominium Association (2).</td>
</tr>
</tbody>
</table>
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 IMPOSE TEMPORARY MORATORIUM ON ISSUANCE OF PERMITS FOR WRECKING OF BUILDINGS IN CERTAIN AREAS 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 impose a temporary moratorium for a one year period commencing on October 1, 2004 and ending October 1, 2005 on the issuance of permits for the wrecking of commercial and residential buildings in certain areas of the 1st Ward to allow for the Commission on Historical Landmark Preservation to conduct a study to determine whether said area is eligible for designation as a landmark district and further, to exclude from such provision any building demolitions ordered by the Department of Buildings for health or safety reasons, which was Referred to the Committee on Historical Landmarks Preservation.

Referred -- EXEMPTION OF GONZALEZ TIRE SHOP FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 1011 -- 1013 NORTH CALIFORNIA AVENUE.

Also, a proposed ordinance to exempt Gonzalez Tire Shop from the physical barrier
requirement pertaining to alley accessibility for the parking facilities for 1011 -- 1013 North California 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/SIGNBOARD AT 1809 WEST DIVISION STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to The Holland Design Group, Inc. to install a sign/signboard at 1809 West Division Street, which was Referred to the Committee on Buildings.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 1434 NORTH BLACKHAWK STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Scott Rafferty to park his pickup truck and/or van at 1434 North Blackhawk Street, 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 HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF 2200 WEST MADISON, L.L.C. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances to exempt 2200 West Madison, 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:

2225 West Madison Street; and

2237 West Madison Street.

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Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 623 SOUTH WABASH AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Billboards to install a sign/signboard at 623 South Wabash Avenue, which was Referred to the Committee on Buildings.

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Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- GRANT OF PRIVILEGE TO THE DALY GROUP, L.L.C. TO CONSTRUCT, INSTALL, MAINTAIN AND USE STRUCTURAL METAL CANOPY ADJACENT TO 1511 -- 1557 EAST 67TH STREET.

A proposed ordinance to grant permission and authority to The Daly Group, L.L.C. to construct, install, maintain and use one structural metal canopy adjacent to 1511 -- 1557 East 67th Street, which was Referred to the Committee on Transportation and Public Way, as follows:
Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 1511 -- 1557 EAST 67TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to The Daly Group, L.L.C. to construct, maintain and use five canopies to be attached or attached to the building or structure at 1511 -- 1557 East 67th Street, which was Referred to the Committee on Transportation and Public Way.

Presented By

ALDERMAN CÁRDENAS (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT 4555 SOUTH WESTERN AVENUE.

Two proposed orders directing the Commissioner of Buildings to issue permits to Grate Signs, Inc. to install signs/signboards at 4555 South Western Avenue, which were Referred to the Committee on Buildings, as follows:

- one sign/signboard measuring 305 square feet; and
- one sign/signboard measuring 438 square feet.

Presented By

ALDERMAN L. THOMAS (17th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 1139 WEST 79TH STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to
Chesterfield Awning Company to install a sign/signboard at 1139 West 79th Street, which was Referred to the Committee on Buildings.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 92, SECTION 100 OF MUNICIPAL CODE OF CHICAGO BY IMPOSITION OF MORATORIUM ON DISPOSAL OF UNCLAIMED VEHICLES.

A proposed ordinance to amend Title 9, Chapter 92, Section 100 of the Municipal Code of Chicago by imposing a sixty day moratorium which would prohibit the Superintendent of Police or the Commissioner of Streets and Sanitation from authorizing the disposal of abandoned, lost, stolen or other impounded motor vehicles and allow the City Council to establish a task force, comprised of three mayoral appointments, six aldermanic appointments and four city residents, and hold public hearings to elicit proposals for the disposal of unclaimed vehicles, which was Referred to a Joint Committee comprised of the members of the Committee on the Budget and Government Operations and the members of the Committee on Transportation and Public Way.

Referred -- EXEMPTION OF BEST HAND CAR WASH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 6701 -- 6704 SOUTH EBERHART AVENUE.

Also, a proposed ordinance to exempt Best Hand Car Wash from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6701 -- 6704 South Eberhart, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the
Presented By

ALDERMAN MUÑOZ (22nd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Four proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup truck 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. Jorge G. Chavez -- 2448 South Millard Avenue;
Mr. Angel M. Robles -- 2856 South Komensky Avenue;
Mr. Martiniano Sandoval -- 3211 South Hamlin Avenue; and
Mr. Jose J. Vela -- 2439 South Homan Avenue.

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- CITY COUNCIL COMMITTEE ON HUMAN RELATIONS
URGED TO CONDUCT HEARINGS ON CITY-FUNDED
PROGRAMS AND EMPLOYMENT OPPORTUNITIES
AVAILABLE TO EX-OFFENDERS.

A proposed resolution urging the Committee on Human Relations to conduct hearings to discuss city-funded programs and employment opportunities available to ex-offenders, which was Referred to the Committee on Human Relations.
Presented By

ALDERMAN CAROTHERS (29th Ward):

*Referred -- City Council Committee on Police and Fire Urged To Conduct Hearings On Chicago Fire Department's New High-Rise Incident Command Policy.*

A proposed resolution urging the Committee on Police and Fire to conduct hearings on the new High-Rise Incident Command Policy and related procedures currently utilized by the Department of Fire and to invite Fire Commissioner Cortez Trotter to testify on recent changes to said policy since October 17, 2003 and further, to study the lessons learned in the wake of the December 6, 2004 LaSalle National Bank building fire, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BANKS (36th Ward):

*Referred -- Exemption Of Various Applicants From City Fees Under Not-For-Profit Status.*

Three proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status for the erection and maintenance of buildings and fuel storage facilities for a one year period not to exceed December 31, 2005, which were *Referred to the Committee on Finance,* as follows:

Belmont Assembly of God Church, 6050 West Belmont Avenue;

Bethesda Home Retirement Center, 2833 North Nordica Avenue; and

Trinity Christian Fellowship Church, 7000 West Belmont Avenue.
Presented By

ALDERMAN ALLEN (38th Ward)
And OTHERS:

Referred -- CITY COUNCIL COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS REQUESTED TO CONDUCT HEARING ON APPOINTMENT OF MEDIATOR TO ASSIST IN CONTRACT NEGOTIATIONS WITH CITY EMPLOYEE BARGAINING UNITS.

A proposed resolution, presented by Aldermen Allen, Olivo, Murphy, Rugai, Muñoz, Zalewski, Suarez, Banks, Mitts, Doherty, Levar, Schulter and M. Smith, urging the Committee on the Budget and Government Operations to hold a hearing and invite representatives from the city’s negotiating teams and employee bargaining units to discuss the appointment of a mediator to assist in contract negotiations between such parties and if agreed upon, to authorize expenditure of funds for hiring of said mediator, which was Referred to the Committee on the Budget and Government Operations.

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO ADDRESS FUNDING NEEDS OF REGIONAL TRANSPORTATION AUTHORITY AND CHICAGO TRANSIT AUTHORITY TO MAINTAIN CURRENT LEVEL OF SERVICES.

Also, a proposed resolution, presented by Aldermen Allen, Olivo, L. Thomas, Rugai, Muñoz, Zalewski, Suarez, Matlak, Mell, Mitts, Laurino, O'Connor, Daley, Tunney, Levar, Schulter, M. Smith, Moore and Stone, expressing support for a proposed operational funding increase adopted by the Regional Transportation Authority for the Chicago Transit Authority, Metra and Pace and urging the Illinois General Assembly to take actions necessary to avert service cuts and employee layoffs and further, urging the President and Board of the Chicago Transit Authority to suspend any service cuts and layoffs pending the General Assembly’s action on this matter, which was Referred to the Committee on Transportation and Public Way.
Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- EXEMPTION OF 4135 NORTH KEDVALE, L.L.C. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 4135 NORTH KEDVALE AVENUE.

A proposed ordinance to exempt 4135 North Kedvale, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4135 North Kedvale 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 O'CONNOR (40th Ward):

Referred -- GRANT OF PRIVILEGE TO SWEDISH COVENANT HOSPITAL TO MAINTAIN AND USE PEDESTRIAN BRIDGE OVER AND ACROSS WEST WINONA STREET.

A proposed ordinance to grant permission and authority to Swedish Covenant Hospital to maintain and use one pedestrian bridge over and across West Winona Street, which was Referred to the Committee on Transportation and Public Way.

Referred -- CITY COUNCIL COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT URGED TO CONDUCT HEARING ON DISCONTINUATION OF DIRECT TUTORIAL SERVICES AT CHICAGO PUBLIC SCHOOLS.

Also, a proposed resolution urging the Committee on Education and Child Development to hold a hearing and invite Chicago Public Schools Chief Executive
Officer Arne Duncan to testify on the legal and practical implications of the decision by the United States Department of Education to disallow the Chicago Public Schools from providing direct tutorial services to students and reassigning such programs to private entities, which was Referred to the Committee on Education and Child Development.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- EXEMPTION OF CHICAGO SINAI CONGREGATION FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Chicago Sinai Congregation with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 15 West Delaware Place, for a one year period beginning July 1, 2005 and ending June 30, 2006, which was Referred to the Committee on Finance.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 27.399 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF NORTH CLINTON STREET.

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 27.399 which restricted the issuance of additional package goods licenses on portion of North Clinton Street, from West Madison Street to West Lake Street, which was Referred to the Committee on License and Consumer Protection.
Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were Referred to the Committee on Transportation and Public Way, as follows:

Just Grapes -- to construct, install, maintain and use a wall-mounting bracket sign adjacent to 560 West Washington Boulevard;

Le Lan -- to construct, install, maintain and use one canopy vestibule adjacent to 749 North Clark Street; and

Loeber Motors, Inc. -- to maintain and use a public address system and computer cable adjacent to 1111 North Clark Street.

Also, a proposed ordinance to amend an ordinance passed by the City Council on May 7, 2003 and printed in the Journal of the Proceedings of the City Council of the City of Chicago, pages 955 and 957, which authorized a grant of privilege to Maureen Lampert to maintain and use two sculptures adjacent to 30 East Oak Street by modifying the dimensions and reducing the amount of compensation, which was Referred to the Committee on Transportation and Public Way.

Also, a proposed ordinance to amend Title 17, Chapters 4, 8 and 10 of Municipal Code of Chicago (Chicago Zoning Ordinance) by modification of certain zoning provision downtown zoning districts and uses.
Code of Chicago by modifying zoning provisions affecting Dx, Downtown Mixed-Use District regarding allowable zoning symbol combinations for bulk and density designations, residential buildings eligible to receive floor area bonuses for affordable housing, nonresidential building height thresholds, and off-street parking standards for non-residential uses, which was Referred to the Committee on Zoning.

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Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 678 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Gaylord India Restaurant to construct, maintain and use one canopy to be attached or attached to the building or structure at 678 North Clark Street, which was Referred to the Committee on Transportation and Public Way.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Four proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status for the erection and maintenance of buildings and/or fuel storage facilities, which were Referred to the Committee on Finance, as follows:

Francis W. Parker School, 330 West Webster Avenue and 2234 North Clark Street, for a one year period not to exceed December 31, 2005;

Lester and Rosalie Anixter Center, 2001 -- 2007 North Clybourn Avenue, 2028 -- 2054 North Clybourn Avenue and 2537 North Halsted Street -- for a one year period not to exceed February 16, 2006;

Lincoln Park Zoo, 2200 North Cannon Drive -- for a one year period not to exceed December 31, 2005; and
Victory Gardens Theater, 2257 and 2433 North Lincoln Avenue -- for a one year period not to exceed February 15, 2006.

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Refered -- GRANT OF PRIVILEGE TO LINCOLN PARK HOSPITAL TO MAINTAIN AND USE SAMPLE BASINS ADJACENT TO 550 WEST WEBSTER AVENUE.

Also, a proposed ordinance to grant permission and authority to Lincoln Park Hospital to maintain and use five sample basins adjacent to 550 West Webster Avenue, which was Referred to the Committee on Transportation and Public Way.

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Refered -- AUTHORIZATION FOR ISSUANCE OF NECESSARY PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY AT 2038 NORTH ORLEANS STREET.

Also, a proposed order authorizing the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue to issue all necessary permits, free of charge, to the landmark property at 2038 North Orleans Street for interior and exterior renovation and new rear addition to the existing building, which was Referred to the Committee on Historical Landmark Preservation.

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Refered -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 550 WEST WEBSTER AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Lincoln Park Hospital to construct, maintain and use one canopy to be attached or attached to the building or structure at 550 West Webster Avenue, which was Referred to the Committee on Transportation and Public Way.
Presented By

**ALDERMAN M. SMITH (48th Ward):**

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5000 NORTH MARINE DRIVE.*

A proposed order authorizing the Director of Revenue to issue a permit to 5000 Marine Drive Corporation to construct, maintain and use one canopy to be attached or attached to the building or structure at 5000 North Marine Drive, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN MOORE (49th 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 below 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. William Platt/Broadway Retail, L.L.C., in care of Access Realty -- 6201 North Broadway; and
- Mr. Henry Woo/Pratt Boulevard Partners, L.L.C. -- 1136 -- 1144 West Pratt Boulevard.
5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were Referred to the Committee on Finance, as follows:

FREE PERMITS:

**BY ALDERMAN COLEMAN (16th Ward):**

Windy City Habitat for Humanity -- for new construction on the premises known as 5200 and 5202 South Hermitage Avenue.

LICENSE FEE EXEMPTIONS:

**BY ALDERMAN MATLAK (32nd Ward):**

Peace School, 3121 North Lincoln Avenue.

**BY ALDERMAN DALEY (43rd Ward):**

Newberry Math and Science Academy, 700 West Willow Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

**BY ALDERMAN MITTS (37th Ward):**

Number 2 Mount Pleasant Missionary Baptist Church, 947 North Cicero Avenue -- annual building inspection fee.
CANCELLATION OF WATER/SEWER ASSESSMENTS:

**BY ALDERMAN TILLMAN** (3rd Ward):

Chicago City Church, 127 -- 133 West 55th Street.

Hope For The City Ministries, 153 West Garfield Boulevard.

**BY ALDERMAN RUGAI** (19th Ward):

Christ The King, 9255 South Hamilton Avenue.

Saint Walter's parish, 11759 South Western Avenue.

**BY ALDERMAN MITTS** (37th Ward):

Saint Stanislaus Bishop and Martyr, 2300 North Lorel Avenue and 2428 North Lorel Avenue (2).

**BY ALDERMAN MOORE** (49th Ward):

United Church of Rogers Park, 1545 West Morse Avenue.

**BY ALDERMAN STONE** (50th Ward):

Congregation Ezras Israel, 7001 North California Avenue.

WAIVER OF FEES:

**BY ALDERMAN NATARUS** (42nd Ward):

Chicago Sinai Congregation, 15 West Delaware Place -- waiver in the amount of $200.00.
SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN MATLAK (32nd Ward):
Mizock, Bernard J.

BY ALDERMAN NATARUS (42nd Ward):
Carney, Alice

BY ALDERMAN MOORE (49th Ward):
Carlson, Dietrich G.
Sevak, Charles
Stern, Helga M.
Vorel, Edward L.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (December 8, 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, December 8, 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.

Upon motion of Alderman Burke, the City Council went out of the regular order of business to consider those matters which would otherwise have been contained in the Unfinished Business portion of the meeting under the reports of the Committee on the Budget and Government Operations and the reports of the Committee on Finance. Please see pages 39135 through 39876 of this Journal for the full text of those matters.

AMENDMENT OF TITLE 9, CHAPTERS 92 AND 100 OF MUNICIPAL CODE OF CHICAGO REGARDING VEHICLE IMMOBILIZATION, TOWING, IMPOUNDMENT AND DISPOSAL.

On motion of Alderman Burke, the City Council took up for consideration the report of a Joint Committee comprised of the members of the Committee on Transportation and Public Way and the members of the Committee on the Budget and Government Operations, deferred and published in the Journal of the Proceedings of the City Council of the City of Chicago of December 8, 2004, pages 39014 and 39015, recommending that the City Council pass the proposed ordinance printed on pages 39015 through 39019 amending Title 9, Chapters 92 and 100 of the Municipal Code of Chicago regarding vehicle immobilization, towing, impoundment and disposal.

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


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 9-92-100 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

9-92-100 Disposal Of Unclaimed Vehicles.

(a) Whenever an abandoned, lost, stolen, or other impounded motor vehicle remains unclaimed by the registered owner or other person entitled to possession for a period of 15 days after notice has been given pursuant to Section 9-92-070(a) or (b), the superintendent of police or the commissioner of streets and sanitation shall authorize the disposal or other disposition of such unclaimed vehicles as provided in this section; provided, however, that the registered owner may request from the department of streets and sanitation one extension of 15 days before a vehicle is sold or otherwise disposed of. The department of streets and sanitation shall honor such request and shall not sell or otherwise dispose of a vehicle during the 15-day extension period.

* * * * *

(The remainder of this section is not affected by this ordinance and is not shown here for editorial convenience.)

SECTION 2. Section 9-100-120 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:

9-100-120 Immobilization Program.

(a) The city traffic compliance administrator is hereby authorized to direct and supervise a program of vehicle immobilization for the purpose of enforcing the parking and compliance ordinances of the traffic code.

* * * * *

(The remainder of subsection (a) and subsection (b) are not affected by this ordinance and are not shown here for editorial convenience.)
(c) Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous space. Such notice shall (i) warn that the vehicle is immobilized and that any attempt to remove the vehicle may result in its damage; (ii) The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code; (iii) The notice shall also provide information specifying how release of the immobilizing restraint may be had; and (iv) state how the registered owner may obtain an immobilization hearing; (v) state that if the restraint has not been released within 24 hours of its placement, the restraint shall be released and the vehicle towed and impounded; and (vi) provide information specifying how the registered owner may request an additional 15 days to retrieve his or her vehicle if impounded.

(d) The owner of an immobilized vehicle or other authorized person may secure the release of the vehicle by paying the immobilization, towing and storage fees provided in subsection (g) herein, and all amounts, including any fines and penalties remaining due on each final determination for liability issued to such person.

(e) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous, if the owner files a written request for a hearing with the city traffic compliance administrator within ± 21 days after immobilization or within ± 21 days of the date of the notice sent pursuant to subsection (f) herein, whichever is later. Hearings requested pursuant to this subsection shall be conducted by an administrative law officer upon receipt of a written request for a hearing. The determination of the administrative law officer regarding the validity of the immobilization shall become final for the purpose of judicial review under the Administrative Review Law of Illinois upon issuance.

(f) Within ten days after a vehicle has been impounded, a notice of impoundment shall be sent by certified mail to the address of the registered owner as listed with the Secretary of State, and to any lienholder of record. The notice shall state (i) that the owner has the right to request a post-mobilization and post-towing hearing as provided in subsection (e) herein; and (ii) that if the vehicle is not claimed within ± 21 days from the date of notice, the vehicle may be sold or otherwise disposed of in the manner prescribed by Section 4-208 of the Illinois Vehicle Code; provided, however, that the registered owner may request from the department of streets and sanitation one extension of 15 days before a vehicle is sold or otherwise disposed of. The department of streets and sanitation shall honor such a request and shall not sell or otherwise dispose of a vehicle during the 15-day extension period.
SECTION 3. Section 9-100-101 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:

9-100-101 Installment Payment Plans.

(a) The traffic compliance administrator may establish a program allowing the payment of parking and compliance fines and penalties in installments under the following conditions:

(1) The minimum amount of an eligible vehicle owner's combined liability for parking and compliance fines and penalties must exceed $500.00 upon the commencement of that vehicle owner's installment plan; provided, however, that the minimum amount shall not apply to a vehicle owner who is a participant in a qualifying assistance program as defined in subsection (a)(3)(A) of this section.

(2) An installment plan may not have a scheduled duration of more than 12 months, with and shall require one payment due per month on a day specified in the executed plan.

(3) The minimum initial payment under any installment plan shall be:

(A) For a vehicle owner who is a participant in a qualifying assistance program, the lesser of $250.00 or 25 percent of the vehicle owner's combined liability for parking and compliance fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date. "Qualifying assistance program", for purposes of this subparagraph (a)(3)(A) section, means any of the following: the Illinois Low-Income Home Energy Assistance Program (L.I.H.E.A.P.); the Housing Subsidy Program For Renters, administered by the United States Department of Housing and Urban Development under the Federal Housing Act of 1937, as amended (Section 8 Program); the Supplemental Security Income Program administered by the United States Social Security Administration (S.S.I.); the Medicaid Program administered by the Illinois Department of Public Aid; the Nutrition Assistance Program administered by the United States Department of Agriculture, Food and Nutrition Service (food stamps); and any federal or state unemployment compensation system, including, but not limited to, the
system of unemployment compensation established under the Illinois Unemployment Insurance Act, as amended:

(B) For all other vehicle owners prior to vehicle immobilization or impoundment, the greater of $500.00 or 25 percent of the vehicle owner's combined liability for parking and compliance fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date.

(C) For all other vehicle owners after vehicle immobilization or impoundment, the greater of $750.00 or 50 percent of the vehicle owner's combined liability for parking and compliance fines and penalties, plus accrued penalties and fees under Section 9-100-120(h) and for immobilization, impoundment, towing and storage to date.

(4) Required installment payments after the initial payment shall be substantially equal, unless the traffic compliance administrator determines, based on a review of the vehicle owner's finances, that installments in different amounts will be more effective in paying off the total indebtedness;

(5) If the vehicle owner fails to make all the required payments in a timely manner, the vehicle owner's motor vehicles shall be subject to immobilization or impoundment and the vehicle owner shall be liable for the outstanding balance plus an additional penalty of $100.00.

* * * * *

(Subsection (a)(6) of this section is not amended by this ordinance and is not shown here for editorial convenience.)

(b) The following vehicle owners are not eligible for an installment plan under subsection (a) of this section:

(1) After March 31, 2004, an owner who is not a participant in a qualifying assistance program and whose vehicle is immobilized for failure to pay parking and/or compliance violation fines;
(2) After March 31, 2004, an owner is not a participant in a qualifying assistance program and whose vehicle is impounded by the city under this chapter;

(3) (1) After March 31, 2004, an owner whose vehicle is impounded by the city under any other chapter of this code;

(4) (2) An owner who has negotiated an installment plan and has not performed every act required by him under the plan.

(c) No new installment plan may be negotiated or executed after March 31, 2005 January 1, 2006. Installment plans in existence on that date shall remain in effect until completely performed or until terminated for failure of the vehicle owner to meet all requirements.

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:

members of Chicago Police Department: Police Officer Matthew R. Blomstrand, accompanied by his parents, Robert and Pauline; Police Officer James R. Curry, accompanied by his wife, Cynthia; Police Officer Andrew J. Hurman; Police Officer David J. Cummens, accompanied by his wife, Connie, his sons, Kevin and Tyler, his daughter, Kaitlyn, and his mother- and father-in-laws, Darlene and LeRoy Bobrowski; Police Officer Paul R. Peraino, accompanied by his wife, Heather, his father, Paul (C.P.D.), his uncle, Jeff Peraino (C.P.D.) and his mother- and father-in-laws, Cheryl and Bob Hoffman; Police Officer Michael R. Chernik, accompanied by his wife, Kimberly, his son, Michael, his mother, Fran and his father-in-law, Lorney Bendel (retired C.P.D.);
members of Chicago Fire Department, Ambulance 26: Paramedic-in-Charge, Linda Werth, accompanied by her friend, Maureen Loughney; Fire Paramedic John Hubley; Tower Ladder 63: Lieutenant Frank Mueller, accompanied by his wife, Sharrie, his sons, Antone, Lucas and Garrett and his mother, Bridget; Fire Fighter James Brichetto, Fire Fighter/Emergency Medical Technician Michael Piccolo, accompanied by his wife, Diane, and his sons, Max and Michael; Fire Fighter/Emergency Medical Technician Gregory Schaffrath, Sr., accompanied by his mother, Martha, his son, Greg, Jr., his daughter, Danielle, his sister, Pamela (C.P.D.) and his friend, Tim Martin; Fire Fighter Patrick Conforti, accompanied by his wife, Cecylia, his daughters, Valerie and Nicole, and his son, Alex;

recipients of the Milken Family Foundation National Educator Award: Mr. Charles Hall, Beidler Elementary School, accompanied by Ms. Marge Bryant, Curriculum Coordinator; Ms. Nathalie Mingo, Willow Elementary School, accompanied by her parents, Charles and Janet, her godfather, Neil Harris, Principal Patricia Spalla, and teachers, Bev Bell, Jamine Buckhoy, Ankhe McDonald and Celma McDonald;

state legislative officials and representatives from Kogi State, Nigeria: The Honorable Simon Achuba, Deputy Speaker, accompanied by his wife, Eunice, and assistant, Akor Onoja; The Honorable Albert Sole Adesina, Majority Leader; The Honorable Andrew Arome J., Majority Whip; The Honorable Clarence Olaferni, Minority Leader; The Honorable Alfred Bello, honorary member, accompanied by his assistant Mrs. Bunmi Ade Joseph; The Honorable Henry E. Ojuola, honorary member; The Honorable Rinde Asagun B., honorary member; The Honorable S. K. Adekunle, honorary member; The Honorable Haruna Y. Okpanachi, honorary member; The Honorable Bal Zakari, honorary member; The Honorable Simon Iyaada Atta, honorary member; The Honorable Anthony Akuvadah, honorary member; Mr. Simon Momoh, Clerk of the House; The Honorable Isaac Omuh Odaudu, honorary member; and Mrs. Hajiya Marian B. Jibril, wife of honorary speaker;

Citizens for Landfill Alternatives: Ms. Gail Goldberger, Mr. Jerome Feindberg, Mr. George Michko, Ms. Jeannette Kornacki, Ms. Jeanne Michalski, Mr. Jason Zajac, and Ms. G. Marian Byrnes.

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 fifteenth (15th) day of December, 2004 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twelfth (12th) day of January, 2005, 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:


Nays -- None.

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

At this point in the proceedings, Alderman Burke rose and on behalf of the members of the City Council extended to Mayor Daley and his family best wishes for a Merry Christmas, a happy holiday season and a peaceful new year.
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, January 12, 2005, at 10:00 A.M. in the Council Chambers in City Hall.

JAMES J. LASKI,
City Clerk.